| ins | case 2:10-cv-02858-SH | Pg M-dkv Document | j 1 of 156 1-3 Filed 11/2 | ed 12/12/17 17:14:08 Exhibit 9/10 Page 1 of 157 PageID 10 WARE 1 1 3 2 |
|----------|--|--|---|---|
| NO PR | | • | : - <u></u> | DOCKETNOMBER 14) |
| V | 30th judicial district Changery court at Memphis | | MONS | CHG |
| | Plaintiff | ************************************** | Defendant | |
| | COUNA PORTER | · | GMAC Homecomin | gs, AURORA Loan, Genworth et. al. |
| | TO: (NAME AND ADDRESS OF DEFENDANT) | | <u> </u> | Method of Sarvice: |
| | Aurora Loan Services, ilic Tobsolphik Meddows Drive Littleton, co 80124 720-945-4649 | ************************************** | | Certified Rail Shelby County Sheriff Comm. Of Insurances Secretary of States Out of County Sheriff* Private Process Server Other Attach Required Fees |
| : : | You are summoned to defend a civil action filed against you in the Chancery Court of Shelby County, Tenne answer to this action must be made within thirty (30) days from the date this summons is served upon you. The your answer with the Clark of the Count and send a copy to the plainting attorney at the address listed | | | |
| | file your enswer with the Clerk of the Congrand send a copy to the pointing account the confidence of the Congrand send a copy to the pointing account the confidence of the c | | | y default can be rendered against you for |
| | Altorney for pleintiff or plaintiff it filing Pro Se: (Name, address & telaphane nomber) | | sspin <u>85 at</u> | Berober Alla |
| | LOUNA PORTER 832 (Monterey Rd. Glendale, CA 91706 818:571-9092 | | dewidir R. Settle, Cl 19: <u>Char</u> Deputy Clos | erk and Master is A Land |
| | TO THE SHERIFE: | | Came to hand | |
| | | | day of | |

** Submit one original and one copy for sach desendant to be served.

| Questions regarding this summons and the attached documents should be addressed to the Attorney listed above.

Grow ADA assistance only, call(901)379-7895

09/18/07



| RETURN ON SERVICE OF SUMMONS | | | | | |
|---|--|--|--|--|--|
| I hereby return this summons as follows: (Name of Verty Serve | P | | | | |
| D Served | v Norkound | | | | |
| DATEOFRETURN: Thisday of | 39: | | | | |
| RETURN ON SURVICE | OF SYMMONS BY MAIL | | | | |
| i hereby certify and return that on the day of the sum | 20 f. sent, postage prepaid, by registered return. | | | | |
| isselptumit or contined commerce mail, a contined copy of the sim | mons and a copy of the complaint in case CHto | | | | |
| on the day of | 20, Trieslyed the intuiti | | | | |
| the defendantday of receipt, which had been signed by The return receipt is attached to this original summons to be filled by the | Offine Car of Minerian | | | | |
| Sworu to and subseribed before me on this day of | Signature of plaintiff, plaintiff's attorney or other person authorized by statute to serve process. | | | | |
| My Commission Expites: NOTICE OF RERSONAL PROPERTY EXEMPTION TO THE DEFENDANT(S)): Tonnessee law provides a four thousand dollar (\$4,000.00) debton's equify interest personal property exemption from execution of service is satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim as exempt you must file a written list, under each, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be foreign by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment assued prior to the filing of the list. Certain items are automatically exempt by lawand do not need to be listed; items are automatically exempt by lawand do not need to be listed; items are automatically exempt by lawand do not need to be listed; items are automatically exempt by lawand do not need to be listed; items are automatically exempt by lawand do not need to be listed; items are automatically exempt by lawand do not need to be only and trunks or other reseptacles necessary to conclinately and trunks or other reseptacles necessary to conclinate and your family and trunks or other resulty library and schools. Should any of these items be selized you would have the right to recover, them. If you do not understand your decompilion right or how to exercise it, you may wish to seek the counsel of a lawyer. | ጽሞኮ w ለኒታ | | | | |
| Mail list us: Clerk & Master 140 Addins Ave: Room 108 Nemphis: TN 38103 losse state-file number on lisk CERTIFICATION (U Deivun R. Settle, Clerk & Master of the Chancery Court in the State of Tennessee, Shelby County, do certify this teste arrue and correct | Dewun R. Seitlit: Clerk & Master Val. | | | | |
| opy of the original symmons issued in this case. | BY CHURCH DECREASE | | | | |

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Matter 11032

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|---|---|--|
| STATE OF TENNESSEE JOH JUDICIAL DISTRICT CHANCERY COURT AT NEMPHIS | SUMMONS | CH- 10-1484-9 |
| Plaintiff | Defendant. | |
| LOLINA PORTER | GMAC Homecomin | ngs, AURORA Loan, Genworth et. et. |
| | | Method of Service: |
| Aurora-Loan-Services, elg: 10350, Park Meadows Drive Lusieton, CO:80124 :720-945-4649 | | Certified Mail Shelby County Sheriff Comm. Of Insurance* Sacretary of State* Out of County Sheriff* Erivate Process Server Other *Attach Required Face |
| You are summined to defend a civil action | n filed against vote in the Chancer | Court of Shelby County, Tennessee, Your |
| Answer to this action must be made within the Con your answer with the Clerk of the Con You fail to defend this action within thirt the relief sought in the complaint. | n thirty (30), days from the date thi Urt and send a copy to the plaintiff (30), days of service, judgment by | s summons le served upon you. You must s attorney at the address listed below. If y default can be rendered against you for |
| Attotney for plaintlif or plaintlif if filing Pro Sei (Name; address a telephone number) | issued 33 of | CONDAIL SOUND |
| i ÓliNA PORTER BEMonterey Rd Bendale: CA 91206 F18-571-9092 | Dewin R. Seifle, Cle by: <u>CA-32-c</u> Degucy Clerk | LI WELLEY |
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Sfor ADA assistance only, call (901) 379-7898

09/18/07

^{**}Submit one original and one copy for each defendant to be served.

[!] Questions regarding this symmons and the attached documents should be addressed to the Attorney listed above.

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| receipt mail or certified return receipt mail, a certified copy of the | Dinangand's raine of the complete in some CV |
| the defendant On the day | AP SALES OF THE PROPERTY OF TH |
| reccipi, which had been signed by | vi |
| The return receipt is attached to this original summons to be filed by a | of the one of the state of the |
| Sworn to and subscribed before me on thisday of | ne chancely court clerk solvaster. |
| 20 day of | Signature of plaintiff, plaintiff stattorney or other person authorized by statute to serve process. |
| Signature of Notary Public or Deputy Court tilerk | zinmortecki, p.k. zistoritoi toi zista e liki ce zizi- |
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| My Commission Expires: | |
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| ase state file member on list. | LITATAN |
| CERTIFICATION (I) | |
| Devin R. Serile, Clerk & Master of the Chancery Court in the State. Tennessee, Shelby County, do certify this to be a true and correct. | Dewun R. Schig, Clork & Master 198 |
| by of the original summons issued in this case: | By Not use Office out of |
| <u> </u> | D.C.&M. |
| 8/07 | . 47/25/24/24 |

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CHANCERY COURT CLERK'S OFFICE MEMBHIS, TENNESSEE

| LOLINA POPIER | |
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| Plaintiff(s) | |
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| ANKOICH LOTAN STERNICES LUC | |
| Defendant(s) | |
| to America Land Services, we | |
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| will be heard before the Chancery Court, Part 111 him | Theadoc |
| the 9+5 day of November 20 10 | at 10100 o'clock 14 M. asprayed for in |
| the Complaint filed in this eause, a copy of which accompaintes | this writ and upon which Fiat has been granted. |
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| Witness Dewon R. Settle, Clerk and Master of said Court, at of | Tick, the |
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CHANCERY COURT

NOTICE OF APPLICATION FOR

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KMKNTM LATT COURT

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12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Pg 7 of 156 Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 7 of 157 OCT 2 2 2010 Lolina Poner 832 Monterey Rd. Dewun B. Settle, Ca M Glendala, CA 91206 901-347-0372 818-571-9092 2 in the chancery court of shelby county, tennessee à. FOR THE THIRTIETH JUDICIAL DISTRICT AT HEMPHIS 8 Lolina Porter. 3 PISTOR Ŕ VS. Case No. C. 11- 10- 1929-5 GHAC HOMECORINGS FINANCIALS } WETWORK and/or his successor/s/ COMPLAINT AND EMERGENCY MOTION individually, and in his official capacity as, TO SET ASIDE FORECLOSURE 3.3 Beneficiary, and/or Substitution Trustes, JUDGMENT AND SALE OF REAL Trustee, other littles unknown to Plaintiffs, PROPERTY an ens legis being used to conceal fraud. 1,3 AND AURORA LOAN SERVICES, LLC and/or 14 his successorier, individually, and in his MOTION FOR PERMANENT INJUNCTIVE official capacity as, Beneficiary, and/or RELIEF BARRING FUTURE SALE OF Substitution Trustee, Trustee, other titles: REAL PROPERTY BY DEFENDANTS: utiknown to Plaintiffs, an ena legis being 18 (Enjoin Defendants from Resals of Real used to conceal fraud. Property) 1.7 GENTYORTH FINANCIAL (Private Mortgage AND ïø. insurance Company) and/or his MOTION FOR PLAINTIFFS' AWARD FOR PUNITIVE DAMAGES INCLUDING LEGAL AND EQUITABLE RELIEF successorial, individually, and in his official capacity as, Sanaficiary, and/or Substitution Trustes, Trustes, other titles unknown to Plaintiffs, an ens legis being used to conceal fraud: 22 AND JOHN DOES (unknown parties claiming rights to said Deed of Trust and Note herein, (1-10,000); Et al, an ens legis 34 being used to conceal fraud 25 Defendants 28 To the Honotople Chancellors of Shelby County, Tennessee for the Tritisenth 27 28 Judicial District at Mambhisi

PORTER v. CIMAC. AURORA LOAN SERVICES, LLC, CIENWORTH and

I, Lolina Porter Plaintiff, pro se, do hereby respectfully submit the following
Complaint and Emergency Motion to Set Aside Foreclosure Judgment and Sale of
Real Property, AND, Motion for Permanent Relief Barring Future Sale (Enjoin) of Real
Property, pursuant to Tenn. Civ. Bule, 65, as well as Motion for Punitive Demages
Including Legal and Equitable Relief for Fialntiffs by defendants

i. Introduction "Plaintiff"

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FIRST AMENDED COMPLAINT

Come now the plaintiff, Lolina Porter acting on her own behalf by and through pro se. action. And First Amended Complaint/Motions against the defendants hereby complain and Allege as follows:

This cause is brought to action before this court-

II. CLAIM - FACTUAL ALLEGATIONS:

The real property which is the subject of this dispute is located at 6131 Woodstock
View Dr. Millington, TN 38053. Plaintiff purchased this home by obtaining a loan from
Defendants GMAC Homecomings Financials Network in or about July 2005. Plaintiff's initial
mortgage Payment was a little over \$500,00 a month plus a Private Mortgage Insurance
payment of a Little over \$100,00 per month. Plaintiff, filled for Chapter 7 Bankruptcy in 2007
after suffering from sclampsia during her first pregnancy. A copy of Bankruptcy discharged
is appended to this complaint as Exhibit 1.

PORTER V. GMAC, AURORA LOAN SERVICES: LLC, GENWORTH & il.

Plaintiff, loss her six (6) year old job at Washington Mulual, now JP Morgan Chase on

January 29, 2009. She took over the property management of their Tennessee rental

homes from their hired property management company to cut down expenses and make

this livelihood her source of income to help support her family while looking for a reasonable

job. A copy of plaintiff's EDD Unemployment Certification is appended to this complaint as

Exhibit 2.

Plaintiff realized a big loss of rental income since early of 2008 for this real property when a tenant falled to pay rent consistently to the hired property manager of the plaintiff and has owed \$14,861.50. Plaintiff evicted that tenant immediately and a copy of judgment on May 27, 2009 against plaintiff's tenant is appended to this complaint as Exhibit 3.

Plaintiffs husband, Mr. Breit Porter, eligibility worker at the Los Angeles County

Department of Children and Family Services, had suffered from a severe ischemic stroke on his right brain hemisphere on July 10, 2009, was paralyzed, and he is recovering, but is still on disability and is medically refrained from going back to work until his condition improves. A copy of Medical MRI of plaintiff's spouse condition is appended to this complaint as Exhibit 4.

Plaintiff's total amount in delinquency for the subject real property is 11,229.92 as of February 3, 2010 per Defendant's HOPENOW employee, it's the amount Defendant said Plaintiff needed to pay to stop the foreclosure set and happened on February 4, 2010.

ni; second claim; wronoful foreclosure
"Predatory Lending"

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Defendant GMAC Homecomings Financial Network's loan officer named Greg Scott wito processed plaintiff's loan, has entered plaintiff into a Stated Income program despite plaintiff has provided all the necessary proof of income and other documents the agent tequested in order to obtain a good loan type. Defendant's loan officer Greg Scott, made the plaintiff believe that she cannot get a good interest rate; hence; she was forced to settle on what the Defendant's Loan Officer were giving. Plaintif, realized later on after purchasing one property through GMAC loan officer Greg Scott was after that attractive incentives or commission every time he sells an Option Arm. It is alleged by way of his email to the Plaintiff, that he is inelating to sell another predatory loan. A copy of the entail thread is appended to this complaint as Exhibit 5.

Plaintiff alleges Defendant GMAC Homecomings Financial Network, as the driving source in pushing these predatory lending strategies and loan products; hence, this is the very same reason our economy is in recession... A copy of the email thread where Mr. Greg Scott was really forcing plaintiff with threats to use him again for plaintiffs next property purchase is appended to this complaint as Exhibit 5.

Plaintiff has phoned GWAC Homecomings Financial Network, on numerous: occasions, requesting to modify the Option Arm variable interest rate loan into fixed rate. Defendant, GMAC Customer Service staff directed plainliff's call to their Bankruptcy department staff. The bankruptcy staff promised that if plaintiff releases the loan from bankruptcy that Defendant will modify the loan, until then the defendants cannot offer any assistance.

However, few months after bankrupicy court releases and approved their motion for relief from automatic stay of this real property from plainfilf's chapter 7 Bankruptcy,

defendant GMAC Homecomings Financial Network fransferred the loan to Aurora Loan Services, LLC. Thus, Defendant did not fulfill its promise to plaintiff to restructure the loan as what Defendant GMAC Homecomings Financial Network employee had promised her.

Plaintiff phoned the defendant persistently to find out the status of the requested loan modification, but to no avail. In the latter part of 2008, plaintiff received a notice from Homecomings that this loan has been transferred to Aurora Loan Services, LLC, and is the new "services" to handle the subject to properly mortgage.

Plaintiff struggled to make the payments in 2008 when the tenant of the subject real property did not make consistent payments for over a year, and ended up owing:
\$14.881.50. A copy of evidion judgment is appended to this complaint as Exhibit 3.

IV. DECEPTIVE PRACTICES

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Plaintiff had no complete understanding of what Private Mortgage Insurance (PMI) really was at the time, plaintiff acknowledges that ignorant of it is no excuse. Hence, plaintiff phoned the Defendant Genworth Financial Private Mortgage Insurance to Inquire. Plaintiff has paid PMI premium every time she made a mortgage payment. Plaintiff thought PMI is her ally, since she has been paying for it; she called Genworth Financial (the Private Mortgage Insurance Company) to find out more about PMI and to seek help in making the loan modification a reality. Defendant, Genworth Financial, did not explain to plaintiff upon inquiry that the beneficiary of PMI is none other than the lender/servicer and not the borrower. Defendant, Genworth Financial staff made plaintiff believe that they can help in making the loan modified, but November 2008 has passed, plaintiff did not hear anything from them, until plaintiff called again in December of 2008, a certain customer

PORTER V. GMAC, AURORA LOAN SERVICES, LLC, GENWORTH & al.

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representative named "Ruth" told her that they cannot help at all as the PMI is for the lender's benefits only and not for borrowers. Plaintiff, in desperation to save her investment real property phoned the new "servicer" Autora Loan Services, LLC, the "servicer" to seek help in modifying her Option Arm loan to fixed interest rate Principal and Interest payment.

Defendant Aurora Loan Services, LLO was the alleged "servicer" yet in all the "workout agreement" they claimed as the "lender" of a loan on the Plaintiff's rental house at 6131 Woodstock View Dr. Millington, TN 38053. Defendant is a "servicer", upon information and belief, a subsidiary of Aurora Loan Bank FSB under the ownership of Lehman Brothers. A federally chartered bank regulated by the Office of Thrift Supervision.

Defendant, Aurora Loan Services, LLC, told plaintiff that in order for them to do the loan modification; that plaintiff must enter into a "Forbearance Agreement" with the servicer for 3 months and then they will do a loan modification even though it is a rental house.

Plaintiff agreed and signed to a "Forbearance Agreement" with \$1,000 initial deposit and a payment of \$938.51 per month for 3 months, starting on February 2009 through April 2009.

Plaintiff received a letter of dental of forbearance for non-payment of forbearance: amount of \$938.51 in May of 2009; that plaintiff has breached the contract. Plaintiff, cannot believe so because plaintiff's husband Brett Porter sent a cashier check amounting to \$938.51 yie FedEx with tracking number on it:

Plaintiff called and fexed the proof of cashler check and the FedEx tracking number to defendant. Defendant, Aurora Loan Servicer, LLC researched the check and found out that they are returning the cashler check because the loan number was incorrect, although the check has the property address; Defendant did not honor the cashler check. A copy of

email thread showing plaintiff's intent and action to pay the forbearance is appended to this complaint as Exhibit SA:

Plaintiff continually requested help even after numerous dentals yet persisted and finally got reinstated, but later on Aurora Loan Services, LLC has used this incident not to allow plaintiff to get approved for loan medification and accused plaintiff of breaking two more payments that were not true. The resumed paying the forbearance payment of \$938.51 in May 2009, despite income a scarce as plaintiff has to incur court costs in evicting the tenants that owed back rents on this subject property. Plaintiff phoned the Defendant Aurora Loan Servicer, LLC in June 2009 to inquire about Aurora Loan Services' promise of Loan Modification once the Forbearance Agreement is completed. Plaintiff was told by a Customer Service that they are processing her loan modification request at that time and will notify her as soon as they are done reviewing her file. Plaintiff was told not to serid any payment since her Forbearance Agreement has been completed and expired while they are reviewing her loan modification request. In the meantime, I found a tenant for the subject property and they moved in on July 1, 2009.

V. INFLICTION OF EMOTIONAL DISTRESS

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On July 10, 2009, Plaintiff's husband suffered from ischemic stroke and plaintiff has been in the hospital from that time with the husband and has not been able to open her mails until later of July 2009. Plaintiff got a call from defendant, Aurora Loan Services' staff, asking plaintiff to pay the July 2009 forbearance payment, plaintiff told the staff that back in June 2009, a staff has advised plaintiff not to pay until the loan modification review is completed. Plaintiff got confused on Defendant's employees conflicting advices, some staff

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had advised plaintiff not to pay while under review for loan modification, and then later on some staff is trying to collect and advising plaintiff to pay immediately. Since plaintiff was in the emergency room with the spouse who just had a stroke, she told the defendant's staff that she cannot make the payment because that day was actually the day when her husband was admitted to the hospital due to stroke and was taken by 911 to emergency room. These deceptive and derogatory business practices have caused emotional stress and distress to the plaintiff and her family. Plaintiff, after significant time in disposed due to spouses' sudden illness and Plaintiffs' undue stress form this as well as shortly received a lefter from Defendant Aurora Loan Services, LLC towards the last week of July 2009. This letter stated Defendants decision of denying plaintiff's loan modification application because defendant accused plaintiff of missing one payment during the forbearance agreement (the April 2009 incident). The letter also states that the subject property is now in foreclosure; scheduled for sale on August 4, 2009. Plaintiff did not on top fier knowledge receive any formal Poreclosure Notice sent to her at that time. Plaintiff phoned Defendant Aurora Loan Services, LLC immediately asking and begging the Defendant to review her application for Loan Modification, and informed them of the current hardships being faced at present, but Defendants; did not assist immediately. So Plaintiff stayed pensistent and therefore decided to send an evernight letter to the defendant's then President and OEO Tom-Wind, requesting to review her situation for loan modification.

PORTER V. GMAG, AURORA LOAN SERVICES, LLC, GENWORTH et al.

VI. SLANDER OF TITLE/ SLANDER OF CREDIT/ VIOLATIONS OF THE CONSUMER PROTECTION ACT

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Defendant, Aurora Loan Services, after receiving the correspondence assigned her request to Ms. Alicia Hodson, a customer advocate from the Executive Office of the defendant Aurora Loan Services: Ms. Hedson called the plaintiff, and told her that she will postpone the foreclosure sale for 30 days and had asked the plaintiff to speak with one of the Customer Service staff for plaintiff to give financial information over the phone. Ms. Flodson transferred the call to a certain staff named "Elizabeth". Plaintiff, suggested to Elizabeth over the phone if plaintiff can fax the financial statement document before the interview starts so that information can be in synch accurately. Defendant's staff Elizabeth did not want the financial profit and loss statement faxed; instead she wants it taken over the phone. She said that it was better and faster to take information over the phone than mailing or faxing what the plaintiff have in paper. Plaintiff adhered to the defendance staff Elizabeth and gave information over the phone figure by figure as per plaintiff's financial statement in paper. Plaintiff has no way to check whether the staff has entered the Information accurately into the Defendant computer system, but plaintiff, trusted anyway. Defendant's staff Elizabeth, after phone interviewing plaintiff, immediately declared to plaintiff she does not qualify for loan modification because according to defendant's staff Elizabeth, the plaintiff is in deficit of \$5,500. Plaintiff, phoned Ms. Alicia Hodson, again and as the foreclosure sale date was postponed to September 4, 2009, to ask for reconsideration. However, Ms. Hodson, did not want to give plaintiff anymore opportunity to modify the loan,

Defendant's Executive Customer Advocate, Ms. Alicia Hodson, offered the plaintiff har only solution is a repayment plan payment of over \$3,500 per month for 4 months, then

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after the repayment plan according to Ms. Hodson, it is not a guarantee that the plaintiff will be given a chance of loan modification or if plaintiff do not take her offer, Ms. Hodson declared that she can no longer posipone the foreclosure sale on Sept. 4, 2009. Plaintiff, insisted to Ms. Hodson, that the information taken does not seem to be accurate as in the information the plaintiff has in her file. However, Defendant's executive customer advocate, Ms. Hodson, did not bother reviewing the information entered by "Elizabeth" that the plaintiff was trying to dispute. Plaintiff sent another letter to the defendant's President and CEO Tom Wind, to ask for another foreclosure postponement: It was moved to October 1, 2009. Defendant's executive staff Alicia Hodson, called plaintiff again and offered her another option to pay \$2,800 in repayment plan for 10 months. Plaintiff, in distress fold Ms. Hodson that she could not afford that large payment. Plaintiff phoned and emailed the Defendant's ALS HOPE Now Gustomer Service HOPENOW@alservices.com phone nos. (866)-521-3828 to request for reconsideration. Plaintiff was hoping that they would review the information taken by the previous Customer Service referred by Defendant's Executive Customer Advocate Ms. Alicia Hodson. Plaintiff's call was taken by a Customer Service staff named Tony Henderson. Mr. Henderson took a look at the plaintiff's information in Defendant's computer system as entered in by the previous staff named "Elizabeth". Defendant's ALS Hope Now staff, Mr. Henderson, asked the plaintiff the huge credit card payments over \$500 was true or not. Plaintiff denied as she was so surprised of that revelation, told Mr. Henderson, that she has no credit card payment expense since she filed for Chapter 7 bankruptcy in October of 2007. Defendant's staff Mr. Henderson was kind enough to delete: all the entries of plaintiff's records in their system and started interviewing the plaintiff again.

Affer interview, Mr. Henderson, sald he can setup the plaintiff on a repayment plan-1 for nine (9) months then on the 10th month. Mr. Henderson told plaintiff that she can 2 2 resume the regular monthly payment of about \$569 per month depending on the interest 4. rate applicable at the end of 9 months. The repayment plan setup by Mr. Henderson over 5 the phone was at \$1,876,00 for nine (9) monthly payments with an initial plan payment of 6 \$1,392.08. Mr. Henderson specifically says it is a Repayment Plan and did not mention any 7 workout agreement. Mr. Henderson also specifically stated over the phone that at the end 8 Ç of nine (9) months repayment plan, that plaintiff will resume to regular payment of about iò \$600 depending on the interest rate prevailing at that future time. Plaintiff was so grateful 社 and happy that someone had finally listened. In plaintiffs gratefulness, she asked Mr. 12 Henderson of his supervisor's email address, Mr. Henderson gave it to the plaintiff. įз ŢĶ

Plaintiff, send a commendation letter via email to Mr. Tony Henderson's boss named Ms. Renae Hinman. A copy of the email plaintiff sent to Ms. Hinman commending Mr. Henderson is appended to this complaint as Exhibit 6.

VII: PLAINTIFFS MEMORANDUM -CAUSÉ OF ACTION

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1. Defendant, Aurora Loan Services, LLC sent plaintiff the "workout agreement" and repayment plan dated September 14, 2009. Plaintiff received the document on September 15, 2009. A copy of the "workout agreement" and repayment plan is appended to this complaint as Exhibit 7.

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- 2. Plaintiff was confused as to why she was given two kinds of agreement. The first one was the "workout agreement", and then there is an Attachment A called "Repayment Plan", Plaintiff differented to contact Mr. Henderson, but he was not available at that time. He emailed Mr. Henderson's boss Renae Hinman for explanation before plaintiff signs the binding workout agreement and repayment plan, but did not hear any reply from her. A copy of the email sent to Ms. Renae Hinman dated 9/15/2009 is appended to this complaint as Exhibit 8.
- 3. Plaintiff examined the 'workout agreement' and repayment plan thoroughly and was surprised that at the end of 9 months, plaintiff will still owe \$10,585.60 as balloon payment. This dollar figure was never discussed to Plaintiff by Mr. Tony Henderson.
- 4. Plaintiff, was so clear in her understanding that Mr. Tony, Henderson was so sure that plaintiff can resume regular monthly payment at the end of 9 months:
- 5. Plaintiff also noticed that in the attached Repayment Plan, Defendant was requiring the plaintiff to remit an initial installment of \$1,892.08 on or before 09/15/2009. Plaintiff alleges that the workout agreement is faulty. The Defendant purposely made the deadline so light for the plaintiff to fall and break the agreement right on the very first day plaintiff receives the agreement. Plaintiff alleges that defendant is trying to set up plaintiff for fallure again, because the agreement was dated 9/14/2009, and was not received by plaintiff until 9/15/2009 in the afternoon.
- 6. Plaintiff alleges Defendant, Aurora Loan Services, and LLC as truly a participant in this ferectosure mill by setting up plaintiff for sure failure that Defendant may

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26 27 execute foreclosure. A copy of the 'workout agreement' and repayment plan is appended to this complaint as Exhibit 7.

- 7. Plaintiff, immediately phoned Defendant's ALS Hope Now staff, Mr. Tony.
 Henderson, he was not available at that time, but plaintiff got hold of the staff named
 "Timika".
- 8. Plaintiff explained to Defendant Timika the wrongful workout agreement with faulty deadline date of remitting the initial payment. Defendant's staff was even confused and advised the plaintiff not to sign it until staff "Timika" gets back to plaintiff. Defendant's staff who is compassionate and is willing to help: Timika works in the same department as Mr. Tony Henderson, according to the information she provided plaintiff.
- 9. Plaintiff did not want to break the agreement set by Tony Flenderson over the phone with her, but did not want to sign a written "workout agreement" and repayment plan that is faulty or wrongfully written. Plaintiff's concerns on the inconsistencies of the agreement set by Defendant's staff Mr. Tony Henderson and what was written is very important.
- 10. Defendant's staff Timika called back and directed plaintiff to Mr. Jason Cramer, upon information given was the manager of Mr. Henderson and Tamika's department called the Poreclosure Prevention.
- 11. Defendant's staff Mr. Jason Cramer, agreed that the document was very confusing with the deadline on 9/15/2009 same date as this document was delivered to plaintiff. Mr. Cramer, advised the plaintiff to remit via western union the initial installment of \$1,392.08 as soon as possible in exchange of extending the deadline. Defendant's staff Mr.

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Cramer, here is making guarantees and promises verbally. Defendant, Mr. Cramer advised the plaintiff to sign the agreement, so that the subject real property will not be foreclosed and then Mr. Cramer advised plaintiff to dispute the agreement later.

- 12. Plaintiff, followed the advised of Defendant's staff Mr. Jason Cramer. A copy of the Western Union remittance of \$1,892.08 dated 9-21-2009 to Defendant is appended to this complaint as Exhibit 9.
- 13. Plaintiff, sent a letter of request to Defendant's Executive staff Ms. Alicia Flodson in plaintiff's goal to find out the answers to all her concerns on the inconsistencies of the withen "workout agreement", to find out why there is even a need for a balloon payment after the repayment plan. Defendant's staff Ms. Flodson did not respond.
- 14. Plaintiff sent the first repayment plan payment of \$1,876 on 10-13-2009 with another letter of request asking for the detailed explanation and enswers to the inconsistencies in the "workout agreement", on why the very high balloon payment. Plaintiff overhight the payment and letter of request via FedEx to Defendant's executive staff Ms. Alicia Hodson. Defendant's Ms. Hodson did not respond. A copy of cashier check amounting to \$1,876 dated 10-13-2009 is appended to this complaint as Exhibit 10.
- 16. Plaintiff received a very disappointing letter of breach of "forbearance agreement" from detendant, accusing plaintiff of non-payment of the forbearance payment. Plaintiff was really confused, the agreement plaintiff signed with reservation is the "workout agreement" and repayment plan, and not forbearance agreement, in plaintiff's understanding a forbearance payments goes into suspense account, whereas, a repayment plan goes into the principal balance. Notice the inconsistencies of Defendants in their

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26 27 28 employees and in willing. A copy of the Notice of non-payment of Forbearance Agreement is appended to this complaint as Exhibit 11.

- 16. Plaintiff, in distress phone detendant's Ms. Hodson, and complained as to why the notice or letter of breach of repayment plan is necessary, given that plaintiff has sent the payment via FedEx. Defendant, Ms. Hodson added more to the distress of the plaintiff when she declared, payment has not been received and that defendant can no longer assist as foreclosure will pushed through.
- 17. Plaintiff left her husband at the hospital, just to gather herself, wrote a complaint letter in tears and sent it with proof of payments and the signature proof of who received plaintiff's FedEx mail with cashler check as her first "repayment plain payment" and not "fortiseatance agreement payment", address to the OEO and President Tom Wind: Plaintiff requested again for the explanation of all the charges in addition to what is olearly the delinquent amount that is written in the workout agreement. Another stressful, tensed, and anxiety day filled the plaintiff because of this wrongful accusations. A copy of plaintiff's email to Defendant's Attorney and the proof of payment is appended to this complaint as Exhibit 12.
- 18. Defendant's staff Ms. Hodson, did not reply, nor reaffirm the receipt of her payment. Plaintiff did not receive any phone call or letter from Defendant's Customer Service or Research Department that they have found her payment.
- 19. Plaintiff, initiated to call defendant to find out if the payment for October 2009 has been posted. Only then, that plaintiff found out that her payment was found. Plaintiff alleges that Defendants does not have quality screened and respectful staff or customer

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27 28 service, because none of the employees has informed or even acknowledged plaintiff's presentation of evidence or proof or payment. Not even a letter of apology. This wrongful conduct of Defendant should not deny plaintiff's motion for emergency injunctive relief as Plaintiff alleged that Defendant failed to credit her payments in an accurate and timely manner.

- 20: Plaintiff, did not know how to make a Qualified Written Request at that time, but plaintiff sent her November 2009 payment and has been sending a Letter of Request to Defendant, for the concerns she has found in the faulty "workout agreement".
- 21. Plaintiff; got tired and ran out of options on how to get Defendants to respond to plaintiff's inquiry on overly high charges and unknown source of balloon payment charges and other concerns on this faulty and wrongful workout agreement. Plaintiff, sent via FedEx in December 2009, a check for a regular monthly murigage payment of about \$569.00 instead of the \$1,876.00, in hope to catch the Defendant's attention.
- 22. Plaintiff, decided to mail a payment less than the "workout agreement" plan sinted payment because defendant has not been returning all her requests of explanation of the faulty and wrongfully written "workout agreement", plaintiff has raised these questions before signing the "workout agreement" and repayment plan, as well as during the 3 months of sending the plan payments, but Plaintiff receive no response from Defendants in all those times.
- 23. Defendant, Aurora Loan Services, LLC upon receipt of plaintiff's payment less than what was in the "workout agreement", immediately instructed to have its executive staff. Ms. Alicia Hodson to phone the plaintiff to remind her of the consequences of breaking this

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faulty "workout agreement". Defendant's Ms. Hodson never even discus or explain or acknowledged plaintiff's questions, inquiry, or request for explanation of the "workout agreement", which plaintiff is entitled to. Ms. Hodson, initiated foreclosure proceedings again. Therefore, Plaintiff alleges that this non-responsiveness of Defendants to valid inquiries of plaintiff is but another strategy of Defendant to pursue foreclosure.

24. In Plaintiff's opinion, she did not break any agreement because there was no good agreement, the "workout agreement" prepared by Defendant is faulty and cannot even explained by the Defendant, thus, it millifies every word written in it.

VIIII PLAINTIFFS MEMORADUM CAUSE OF ACTION CONTINUED "Wrongful Foreclosure"

- 1. Plaintiff alleges that Defendant, Aurora Loan Services, LLO, is a "servicer", an affiliate of Aurora Bank, Federal Savings Bank (FSB); a federally chartered institution, who operates a foreclosure mill. In exchange of a big incentive per home foreclosed.
- 2. Plaintiff alleges that Defendant, Aurora Loan Services restarted the foreclosure proceedings through the Nationwide Trustee Services, Inc. having no basis at all because their faulty workout agreement is null and void. Hence, it is a wrongful toreologure.
- 3. Plaintiff did not get any formal foreclosure Notice at all at her home address in California; instead Nationwide Trustee Services, Inc. sent all the formal foreclosure notices and posted to the door of the plaintiff's tehant who was occupying the real property at 6131 Woodstock View Dr. Millington, TN 38053 in January 2010.

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- Plaintiff received no foreclosure notice that has a sale date of February 4; 4. 2010: Plaintiff's tenants however, communicated to plaintiff, that some unknown individual posted the Foreclosure Notice at tenant's door at 6131 Woodstock View Dr. Millington; TN 38053.
- Defendant's strategy to foreclose homes faster is to fraudulently set up plaintiff 5. for failure by forcing plaintiff to enter into faulty "workout agreement". It is further alleges that this "workout agreement" is misleading as it was sent to the plaintiff on the same day as defendant is expecting to receive the funds for initial repayment plan.
- In addition, when Plaintiff seek help from a legal counsel on January 28. 6. 2010, the counsel and Plaintiff phoned the Defendant's HOPENOW team to find out if foreclosure can be stopped. Defendant's employee named Tony told us on a speaker phone that Plaintiff's loan is being reviewed again for loan modification and foreclosure on February 4, 2010 will be postponed, he claimed that approval of loan mod is dependent on the investors. Plaintiff also ask Defautant's employee Tony of the total delinquency amount and how much Plaintiff needs to reinstate the loan. The Defendant Tony told plaintiff that the amount in delinquency was \$11,229.92 A copy of Plaintiff's email to HOPE Now Team is appended to this complaint as Exhibit 13.
- 7. Plaintiff, immediately reviewed her loan documents and found but that the Trustee was named as "Amold Welse". Plaintiff immediately searches for the trustee's phone number and email. Plaintiff emailed the known trustee of the subject property that was purchased in 2005. Mr. Amold Weiss's secretary replied via email that Mr. Weiss might have been the original trustee before, but has no vested interest anymore. A copy of email thread is appended to this complaint as Exhibit 17.

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- 8. Plaintiff, alleges that Defendant's faulty "workout agreement" and Defendant's executive staff and others who were harassing and threatening her that if she does not sign the faulty "workout agreement", that defendant will foreclose the home, has terribly caused her harm mentally, physically, emotionally and financially. A copy of this faulty "workout agreement" and repayment plan is appended in this complaint as Exhibit 7.
- 9. Plaintiff alleges that Defendant's Executive Office played a major role in implementing foreclosure despite some employees has shown plaintiff of some hope and chances, that it was whatever Mr. Alicia Hodson had stated prevailed. A copy of plaintiff's email thread with Mr. Jason Cramer who advised plaintiff to sign workout agreement then dispute later, is appended to this complaint as Exhibit 18.
- 10. Sometime in May of 2010, after the subject property has been foreclosed by Aurora Loan Services, LLC. Defendant, Genworth Financial sent somebody to interview the plaintiff and to verify the validity of Defendant, Aurora Loan Services claims for Private.

 Mortgage insurance regarding the subject real property.
- 11. Plaintiff was told by Defendant, Genworth Financials hired agent to interview Plaintiff, because Aurora Loan Services, LLC are claiming against the Private Mortgage Insurance since the plaintiff, as the bonower falled to pay the mortgage. During this time is when plaintiff found out the forged income of plaintiff stated by GMAC Homecomings loan officer during the loanapplication.
- 12. Plaintiff alleges Genworth Financial of invading plaintiff's privacy by having an agent knocks at the plaintiff's door to solicit some confidential information without notifying plaintiff allege of time in writing.

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13. Plaintiff alleges Defendant Genworth Financial of trying to collect from plaintiff some or all the monles in place of what they will or have reimbursed the Defendant Autora Loan Services. ELC for their claim on this real property in dispute. A sickening cycle of these Defendants to really form plaintiff apart and yet who wine in the end is basically the Defendants themselves after stripping plaintiff of what little she has left.

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IX: PLAINTIFFS ALLEGATIONS IN SUPPORT OF COMPLAINT.

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1. Plaintiff alleges Defendant Genworth Financial to having this strategy in place to participate in getting the homeowners or borrowers get lost in the process called "helping homeowners" or having employees with lack of know how in helping customers, in which case Defendants action on plaintiff's inquiries has delayed furthermore the plaintiff's goal to get a toan modification. Instead of helping the customer who pays PMI premium of a good understanding of what the product is all about, Defendants employees does not help in educating customers that are asking for this information.

- 2. The Defendants, GMAC Homecomings Financial Network have imposed a predatory lean which was calculated from the obtains to prompt defaults and stripping the Plaintiff of her money, and any equity that she might have in the real property.
- 3. Plaintiff alleges that Detendant GMAC Homecomings Financial Network and its loan officers. Greg Scott, has traudulently declared plaintiffs income over and beyond what was stated in plaintiffs payefub given by plaintiff and entered plaintiff in an Option ARM loan product type, which Plaintiff alleges the loan officers get paid more incentives selling subprime loans than offering a traditional loan type with Principal and Fixed interest

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payment. Same loan officer, Greg Scott, who would like to earn another business from the plaintiff, has shown unprofessional, immature, and unacceptable behavior, when plaintiff turned his offer down for the next purchase, as plaintiff realized that with her credit, and got a petter traditional loan type from Washington Mutual Bank. A copy of the email thread showing plaintiff got approved for a 15-year term fixed P&I from Washington Mutual is appended to this complaint as Exhibit 6.

- 4. Plaintiff alleges that Defendants; GMAC Homecomings Financial Network has made false promises to the plaintiff which Defendant intentionally did not want to fulfill, hence, Defendant immediately transfer subject property's servicing to Aurora Loan Services, LLC.
- 5. Plaintiff alleges that the transfer to Aurora Loan Servicing of GMAC.

 Homecomings was not recorded anywhere in the public registry of records of the registry of deeds, not even a record that GMAC Homecomings has transferred the deed to Nationwide.

 Trustee whom Aurora Loan Services filled to act as the Trustee and who foreclosed the subject property. Hence, Aurora Loan Services or Nationwide Trustee is alleged to have no right to foreclose the subject real property. A copy of Deed of Trust recorded from Registry of Deed is appended to this complaint as Exhibit 20.
- 6. Plaintiff alleges that the notices were faulty in that they sought the wrong amount and balance in payment from her and that her default, if any, was grossly overstated by the Defendants.
- 7. Plaintiff alleges that the charges and fees which have been run up on the account are excessive, duplicative, and have led to further and additional defaults.

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- 8. Plaintiff alleges that the Deed of Trust in this instance is a contract of adhesion not contemplated, read or negotiated by the parties, and that the process in Tennessee of foreclosure by a Trustee on the courthouse steps denies citizens of rights they would officewise have to due process under law. It renders substantial or complete control in the hands of the lender with few, if any rights, for the consumers, borrowers and home buyers.
- 9. Plaintiff alleges that Defendants. Aurora Loan Services feed into this foreclosure mill a thousands of foreclose homes in a non-judicial states, in exchange of incerdives without regard to the result of their wrongital conduct to the well being of the homeowners. An inventory of real estate properties they can use to file a claim against the Private Mortgage Insurance, once claim has been paid; then Defendants can turn around and get more ball out money from the government, and/or sell the real state property at a year reduced price for profit again, even though their claim against Private Mortgage insurance has already been paid.
- 10. Defendant, Genworth Financial is hereby requested to answer with proof of any paid claims to Defendant, Aurora Loan Services, LLC and for how much in terms of dollar amount was given to Aurora Loan Services, LLC as the claim amount approved by Genworth to reimburse, pertaining to the real property disputed in this complaint:
- 11. Plaintiff alleges that Defendants wrongful conduct has violated the Tennessee Consumer Protection Act and they are guilty of false and misleading practices in violation of T.C.A. 47-18-101 et seq. It is specially alleged that the solicitation of funds when publishing and pursuing a foreclosure is a misleading practice, especially as in this case when it is

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27 28 coupled with suggestions of a loan repayment and/or the "workout agreement" plan in which Defendants apparently had no intention in proceeding with or completing.

- 12. Plaintif alleges that it is misleading to debters and consumers to have a collection department that is soliciting inquiries and telling debtors and consumer's one thing, and a defendant's lawyer who is foreclosing on the property at the same time. In this case, there was no notice of anything except the payments which were due with unbelievably high amount were incorrect.
- 13. As a result of not receiving proper notices, the Defendants have left Plaintiff
 with no timetable that is manageable for the reinstatement of her loan. In fact, she has been
 told it is impossibility.
- 14. Plaintiff alleges that the Attorney hired by Defendant Aurora Loan Services to represent them is guilty of being a pupper or somewhat like a robo-eigner, a robo-agree to what ever Defendant declare, thus nullifying his education as an attorney expected to uphold the law, in just and fair manner. That just because he is being paid, he disregarded to even mediate between and edvise his client of what is fair and just. The Attorney's name is Justin D. Balser from Akerman Sententit based at 511 Sixteenth Street, Suite 420 Denver, CO 80202. A noble man of the law will look at all angles and corners and find any fault his client may have committed and advise client of what is fair and just to do, not just bombarding the plaintiff with a repetition of words the Defendant had told him, he did not even looked at the wrongful "workout agreement" and repayment plan his client encouraged and/or forced Plaintiff to sigh. A copy of Defendant's hired lawyer's small is appended to this complaint as Exhibit 13.

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- (5. Plaintiff alleges that Atty. Baiser, Defendants Attorney has falled to answer her inquity of what are those four (4) broken loan workouts that Aurore Loan Services were accusing Plaintiff about. It was 24 hours before the foreclosure date, though Plaintiff continued to email. Defendants Attorney did not even reply to answer the inquiry of Plaintiff. A copy of plaintiff's email to Atty Baiser is appended to this complaint as Exhibit 14.
- 16. Plaintiff further alleges that the Defendant Aurora Loan Services, LLC had insufficient staff to work on loan modification proposals or not equip to even do a quality control on data gathered from plaintiff; that one was expressly solicited from her, and declined the same day before the alleged foreclosure sale.
- 17. The Plaintiff was deried a reasonable review of a loan modification on her tental home. This was done in part because the fees and costs which the lender paid were excessive and unnecessary, and ran the defaulted amount skyward with little or no explanation. Plaintiff went all evenues to find out answers, even spoke to a certain Elizabeth Santoro who emailed Plaintiff a spreadsheet but really not much of an explanation to answer all her questions as far as unpaid balance goes. Defendant staff, Ms. Santoro emailed a spreadsheet as her response to plaintiff's inquiry expecting plaintiff to understand all the columns, but with another twist to the effect of proceeding with foreclosure on October 1, 2009 as scheduled if funds are not received in their office in full by end of 9-25-2009. A copy of Ms. Santoro's email and spreadsheet is appended to this complaint as Exhibit 15.
- 18. Plaintiff requests permanent injunction as to the eviction of her and/or her genants. At this time the tenants of plaintiff were relocated as the Defendant, and

defendant's agents enforced the eviction on plaintiff's tenants even though she has a one (1) year valid lease agreement. Instead of honoring the lease agreements, defendant's agents differed plaintiff's cash to move out, which plaintiff's tenants did not accept. The denial of injunctive relief will result in irreparable harm to Plaintiffs. A copy of femants lease agreement and Plaintiff's letter sent to Shelby County General Session Court Room 106 is appended to this complaint as Exhibit 19.

- 19. Plaintiff alleges that as a result of the all Defendant's concerted wrongful conduct, the Plaintiff has been damaged, has no peace of mind with respect to this property, and has lost financing opportunities and other avenues of relief.
- 20. Plaintiff has no full, complete and adequate remedy at law for the wrongs complained herein. Only this court has jurisdiction to evaluate the fallness and the appropriateness of the foreclosure, the eviction courts do not ententain issues as to the legality of the foreclosure or as issues to title.
- 21. A copy of a similar case with judgment including a list of similar cases is appended to this complaint as Exhibit 21.

XI-CONCLUSION-

Wherefore, premises considered, plaintiff prays:

RELIEF

- Defendants and that they are required to answer this sult of suffer a Judgment by default.
- 2. For Defendant, GMAC Homecomings Financial Network to prove in this court that its loan officer, underwriters, and other agents did not purposely forged, stated and approved plaintiff's monthly gross income higher than what was reported by plaintiff in the payonuse submitted to the loan officer, in order for the loan officer to get the loan approved even though plaintiff could have been qualified to a better conservative type of loan, for the very reason that loan officers will be receiving higher incentives or commission.
- 3. For this court to determine appropriate punishment under the law if the alleged fraudulent act of the Defendant GMAC Homecomings Financial Network in forging borrower's financial information for their ultimate financial gains and engaging in predatory fending. In addition, for Defendant GMAC Homecomings Financial Network to present Plaintiff's Loan Application, Good Faith Estimate; Loan Documents, Deed of Trust and other documents pertaining to the Plaintiff obtaining the loan from Defendant in purchasing the subject real property.
- 4. For all the Defendants to prove in court the actual owner(s) and trustees of the plaintiff's Note as recorded in the registry of deeds; securitized of not, from the time plaintiff obtained the loan from GMAO Homecomings Financial Network up to the time Aurora Loan Services, LLC and its attorneys foreclosed on this subject real property. Defendant GMAO

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Homecomings sold the loan to Aurora Loan Services, but did not record any of these sale in the registry of deeds for public access. A copy of the only two transfer activities recorded in the Shelby County Registry of Deeds is appended in this complaint as Exhibit 18.

- 5. For GMAC Homecomings Financial to hira and finance the cost of a 3rd party dualified expert(s) in the field of business and computer systems analysis, whose qualification is presented, screened, and approved by plaintiff. For Plaintiff be allowed to recommend a qualified expert in the field of business and computer systems analysis:
- 6. For these "experis" hired by GMAC Homecomings to present demonstrate in this court the federal and states legal requirements, process and proper way of selling a loan to another bank or servicer with system flowcharts and business and federal and states legal requirements of "selling a loan", process before they initiate investigation of the old and current system practice of GMAC Homecomings Financial Network's 'selling a loan' process.
- 7. For this expert to analyze GMAO Homecomings Financial's system process. Present and/or demonstrate with proof of that analysis findings of the actual action taken when GMAC Homecomings Financial had sold to Aurora Loan Services, LLC this subject real property's mortgage loan.
- 8. Plaintiff demands a conclusion from the expert that would determine if Defendant had adhere or not to the federal and state legal requirement of "selling a loan".
- 9. For Defendant Aurora Loan Services, LLC to provide in court all the investors, their names; mailing address and phone numbers that owns the subject real property's note as of February 3, 2010, the day before the foreclosure date.

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- 10. For the Defendant Aurora Lean Services, LLC to provide in court as to who among the investors has legitimate rights to foreclose on this subject real property on February 4, 2010.
- 11. For Aurora Loan Services, LLC to hire and finance the cost of a 3rd party qualified experi(s) in the field of business and computer systems analysis, whose qualification is presented, seregized, and approved by plaintiff. For Plaintiff be allowed to recommend a qualified expert in the field of business and computer systems analysis.
- present demonstrate in this court the federal and states legal requirements, process and proper way of "servicing a loah". "Workout process" and "foreclosing a loah" with system flowcharts, business requirements and federal and states legal requirements. In addition, for the experts to present list of legal rights of servicing a loan", "foreclosing a non real property, limitations and/or constraints of "servicing a loan", "forecast and states agreement system", "workout agreement system", "repayment plan system" and "foreclosing system", and experts presentation and/or demonstration of the legal and proper system process in court be done before the experts infiliate investigation of the old and current system practice of Aurora Loan Services, LLC in "servicing a loan", "workout process" and "foreclosing a loan".
- 13. For the expert(s) to analyze Aurora Loan Services' "servicing system process", "workout system process", and "foreclosure system process". Present and/or demonstrate with proof of findings of experts analysis of the actual action taken when Defendant Aurora

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Loan Services, LLC handles its servicing process, its workout process; and foreclosure process of this subject real property's mortgage loan.

- 14. Plaintiff demands a conclusion from the expert that would determine if Defendant had adhere or not to the federal and state legal requirement of "servicing process", "workout process" and "foreglosure process".
- 15. For Defendant Aurora Loan Services, LLC to provide in court their proof that plaintiff intentionally broke four (4) workout agreements as the basis of Defendant to deny loan modification assistance to the plaintiff realitimed by their counsel Atty. Justin D. Batser.
- 16. For Defendant Genworth Financial to provide proof of Defendant Autora Loan Services! application of claim against Private Mortgage Insurance policy paid for by plaintiff for this subject real property, and proof of payment to the claim of Aurora Loan Services, LLCC with accurate figures and date claim was paid.
- 17. For a Motion to Set Aside Foreclosure Judgment so plaintiff can continue with civil as well as possible criminal filings in regards to this action.
- 18: For an emergency permanent injunction as well as permanent injunction motion be granted based on the wrongful conduct and behavior of Defendant Aurora Loan. Services its agents, counsel and employees, and to protect the rights of the Plaintiff and keep her in her rental home, allow her to rent it to tenants for her livelihood after the foreclosure and until this illigation can be resolved. It is well settled that a deprivation of a person's legally protected property right will result in imparable harm.

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- 19. In the instant case, Defendants' wrongful conduct has severely invaded Plaintiffs' legally projected property rights. Moreover, the fram resulting from Defendants' wrongful conduct is continuing, making any assessment of monetary damages even more uncertain and difficult.
- 20. Accordingly, Plaintiffs! Complaint clearly establishes that a denial of injunctive relias will result in Immediate and continuing trieparable harm to Plaintiffs.
- 21. For the real property in dispute as it was wrongfully foreclosed on February 4. Toreclosure of the real property in dispute as it was wrongfully foreclosed on February 4. 2010 as a result of concerted wrongful conduct of Defendants in damaging the plaintiff, leaving her with no peace mind, as plaintiff has lost source of livelihood, lost financing opportunities and other avenues of relief and plaintiff's jost of her retirement money used in purchasing this subject real property.
- 22. For the judge to order Defendant to reverse foreclosure return real property to plaintiff free and clear since Defendant is alleged to have already been paid by Genworth Financial for their claim of the total value of the frome as insured in the policy as a result of their wrongful conduct that damages plaintiff.
- 23. For all the Defendants to prove in count that they have not backdated, nor notatized in advance or later, any documents pertaining to this subject real property from the time plaintiff purchased of obtain the loan from GMAC Homecomings Financials up to the time Aurora Loan Services, LLC and its attorneys foreclosed on this subject real property.

- 24. For Defendant Aurera Loan Services, LLC to provide in court an explanation/
 reason why they sold the subject real property in an auction for a high price of \$146,000 on.
 February 4, 2010 given that real property value has gone down, hence; nobody bought the subject real property at an auction but hone other than the Defendant Aurora Loan Services for approximately \$117,000. Now, selling the same property to public for the price of \$76,000 at the auction on Feb.4, 2010.
- 25: Plaintiff alleges that Defendant must have really been paid for the value of the real property by Genworth, and therefore by disposing the real property at a lower price means additional financial gain to the Defendant.
- 26. For Defendant Aurdra Loan Services, LLC to provide in court an accounting of who received that less than \$118,000 funds that Aurora Loan Services, LLC paid to purchase the subject real property.
- 27. For Defendant Aurora Loan Services, LLC to provide in court an accounting of what incentives and how much they have received for foreclosing this subject property and the source of these incentive funds.
- 28. For Defendant Aurora Loan Services, LLC to provide in court an accounting of how much was received from Genworth Financials as a result of their claims for this subject property.
- 29. For Defendant Aurora Loan-Services, LLC to provide in court any proof on how they handle the foreclosure process of this subject real property from the beginning to the acquisition and transferring of title to the name of the Defendant. To show proof that

Defendant and their attorneys did not use MERS or robo-signers to expedite this foreclosure process.

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30. For Defendant Aurora Loan Services, LLC to provide reason in court why they are selling the subject real property to an impossint buyer, where in they are delinquent in

٠. ج their payment of Homeowners Association dues and they have not disclose HOA fees to the new buyer until three days before their planned escrow closing.

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31. For Defendant Aurora Loan Services, LLC to provide an accounting of where would the proceeds of selling this subject real property go once it is sold.

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32. For Defendant Aurera Loan Services, LLC to provide in count the incentives they receive per one home they successfully foreclose, and from whom are these funds coming from.

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33. For the Judge of this court to help plaintiff to be heard in the Jury, and to be given justice from all the harmful concerted effetegies executed by these Defendants to setup plaintiff for failure so that they can smoothly foreclose on the subject real property in exchange of an incentive, and/or financial gains for themselves and the owners of the

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21 22 companies.

\$4. For the Judge of this court to be informed that these Defendants, especially Aurora Loan Services (owned by Lehman Brothers) has caused severe damage to thousands of Americans by taking their homes through lies, deceil, fraud, and wrongful foreclosures, just like they did to Plaintiff as stated in the above.

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- 35. For the Judge of this court to be informed that Plaintiff has and is in communication with all these victims who have lost their homes to wrongful foreclosure by Defendant Aurora Loan Services, yet cannot light for their rights to file a complaint due to lack of finances or just merely lost hope in our Judicial System.
- 36. For Defendant Aurora Lean Services to present/demonstrate to the court the difference by definitions and functions of Forbearance Agreement, "Workout Agreement", and "Repayment Plan" and what these does to borrowers account once payment from borrower is received, and what happened to suspense accounts after "Forbearance Agreement" is satisfied.
- 37. For Defendant Aurora Loan Services, LLC to pay the Woodstock Hills Homeowners Association (HOA) definductions of \$0,220 including legal cost and other administrative cost, for non-payment of HOA fees from the time they acquired the subject property on February 4, 2010.
- 38. For the honorable Judge to be informed that Plaintiff happens to be the HOA administrator of the subdivision where the subject real property is located and a member or a part of the Association. However, Defendent Aurora Loan Services has been ignoring the invoices or bills sent from February 2010 to present.
- 39. Plaintiff alleges that Defendant purposely does not want to pay the dues, in the meantline, plaintiff and the homeowners association has been shouldering all the expenses incurred. HOA Administration was only notified three (3) days before they were closing the sale. It was only then that they feel obliged to find out about HOA dues.

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However, as of the filing of this lawsuit, the Defendant has not paid the HOA dues and other costs as billed to them,

For the Judge to be informed that HOA Administrator, who happens to be the same as the Plaintiff, has already filed a lien against the properly because of their wrongful conduct in ignoring their obligations to pay the HOA fees.

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> For the Judge to give Plaintiff permission to include this issue in the Plaintiff's 41 complaint as part of Plaintiff's demonstration on how wrongful, abusive, unfair, and fraudulent this Defendant Aurora Loan Service, LLC in dealing with their small HOA fees obligation, yet they keep foreclosing on humble citizen of America who has valid and reasonable excuses due to unexpected and unavoldable circumstances in their lives, lobs

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and their finances. A copy of amail thread from the closing attorney of Defendant is

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appended to this complaint as Exhibit 16.

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42. For this court that has jurisdiction to investigate further the Defendant, GMAC Homecomings Financial Network's alleged predatory landing practice and be judged if

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found guilty to return stolen equity to the Plaintiff, other borrowers or homeowners.

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For this court that has jurisdiction to investigate Defendant Aurora Loan Services practice of faulty procedure in framing up homeowners who requested for loan

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modification but rather direct them to a trap of wrongful foreclosure and may Defendant be

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Judged to reverse all these foreclosures including plaintiffs brought about by their wrongful-

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conduct of framing homeowners who are just metely wanting to get their payments modified

27 20 so as for the plaintiffs and homeowners to keep their homes.

PORTER V. GMAC, AURORA LOAN SERVICES, LLC, GENWORTH HAL

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12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I Pg 42 of 156 Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 42 of 157 PageID 51

RESPECTFULLY SUBMITTED: This 22rd day of October, in the year, 2010. 2 梦. Long Porter, pro per Signed reserving all my rights at UCC 1-308 É 7 8 3 Ë0 Ü 12 .13 14 15 15. <u>i</u>7 18 įģ ZQ. 21 22 23 24 25 26 2,7 28 PORTER v. GMAC, AURORA LOAN SERVICES, LLC, GENWORTH & at.

STATE OF TENNESSEE

COUNTY OF SHELBY

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I, Loling Porter, hereby state under cath that the facts and allegations of the complaint filed berein, and the facts and matters set forth are true and correct to the best of my knowledge, information, and belief, and that I am justly entitled to the relief sought.

LOLINA PORTER

Swom and subscribed to before the this the 22 day of October, 2010.



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Hily Michaes

Bly commission scales: September 2, 2012

PORTER v. OMAC, AURORA LOAN SERVICES, LLC, CENWONTH et al.

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LIST OF EXHIBITS

| | | • |
|----------|--|------------|
| 4 | 1. Plaintiffs Proof of Bankruptcy Discharged 4-1-2009 | EXHIBIT 1 |
| 5 | 2. Plaintiff's EDD Unamployment Certification | EXHIBIT 2 |
| 7 | 3. Plaintiff's Tenant owing \$14,861.50 Court Judgment | EXHIBIT 3 |
| ģ | 4. Plaintiffs husband's MRI Result of ischemic stroke | EXHIBIT 4 |
| 8 | 5. Defendant Loan Officer small thread when turned down | EXHIBIT S |
| id | 6. Plaintiffs email thread on Cashler Check with incorrect | |
| 11 12 | Loan Number, but with correct Property Address | EXHIBIT 6A |
| ** 43 | 7. Plaintiff's commendation letter for Defendants | |
| 44 | Staff Henderson sent to his boss Hinman | EXHIBIT 6 |
| 16 | 8. The faulty "Workput Agreement" & "Repayment Plan" | EXHIBIT 7 |
| 16 | 9. Plaintiff's inquiry to Himman after reading Exhibit 7 | EXHIBIT 8 |
| 17 18 | 10. Plaintiff's proof of initial repayment plan payment | |
| 19 | Of \$1,392.08 to Defendant via Western Union | EXHIBIT 9 |
| 20 · | 11. Plaintiff's copy of cashler check of \$1,876 sent to | |
| 2Į. | Defendant Attn: Alidia Hodson which Defendant | |
| 22 | did not post in accurate and timely manner | EXHIBIT 10 |
| 23 | 12. Notice of Breach of Non-Payment of Forbearance | |
| 24 25 | Agreement from Defendant | EXHIBIT 11 |
| 26 | 13. Plainings email to Defendants attorney and proof of | |
| 27 | Payment . | EXHIBIT 12 |
| 28: | | |

| 1. | 14. Plaintiff's email to Defendant's HOPE Now team | EXHIBIT 13 |
|------------|--|------------|
| 2 | 15. Plaintiffs email to Defendant's Atty Balser | EXHIBIT 14 |
| 3. | 16/Defendant's Elizabeth Santoro's email and | |
| * | a very difficult to understand spreadsheet | EXHIBIT (S |
| 5 | 17. Defendant's closing attorneys small on HOA fees | EXHIBIT 16 |
| ij. | 18. Original Trustee's raply to Plaintiff's Inquiry | EXHIBIT 17 |
| € | 19. Plaintiff's email thread to Defendant's Jason Cramer who | |
| 9 | Advised Plaintiff to Just sign the "workout agreement" | |
| to | In September 2009 and dispute It later. | EXHIBIT 18 |
| 11. 12: | 20. Plaintiff's fenant's Lease Agreement and Plaintiff's | |
| | Letter to Shelby County General Session | |
| 14' | Court Room 108 After A.C. Guilless | EXHIBIT 19 |
| 15. | 21. A copy of Deed of Trust after Nationwide Trustee | |
| <u>16</u> | Transférred the deed to Aurora Loan Gervices, LLC | EXHIBIT 20 |
| ir, | 22.A copy of similar case with completed judgment | |
| 18: | Containing the list of similar other cases | |
| 26 | as referenced in this actual example case in NY | EXHIBIT 21 |
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To the Clerk of the Court

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Set the bond for the injunction at

phancelor Date

A TRUE COPY-ATTEST

Down'r H. Sellle, Clerk & Massier

By Color Con M.

PORTER v. OMAC, AURORA LOAN SERVICES, LLC, GENWORTH et al.

12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I
Pg 47 of 156
Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 151 of 157 PageID 160

IN THE CHANCERY COURT OF SHELBY COUNTY, TENNESSEE FOR THE THIRTIETH JUDICIAL DISTRICT AT MEN

LOLINA PORTER

٧.

Plaintiff,

NOV n 9 2010

M.B.

DOCKET NO. CH-10-1929-3

GMAC HOMECOMINGS FINANCIALS ET AL

Defendant,

ORDER EXTENDING TEMPORARY RESTRAINING ORDER

This cause came to be heard on the Plaintiff's Complaint and Emergency Motion to Set Aside Foreclosure Judgment and Sale of Real Property before the Honorable Kenny Armstrong, Chancellor of Part III. It appears to the Court that since the Defendants have not responded to the service of process of the Plaintiff's request for injunctive relief, the Court has extended the Temporary Restraining Order until November 18, 2010 at 10:00 a.m.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED that the Temporary Restraining Order issued on October 25, 2010 shall remain in full force and effect until November 18, 2010 at 10:00 a.m.

ancellor Kenny Armstrong

Daté

n.c. & (

Lolina Forter 1 832 Monterey Rd Glendale, CA 91206

Certificate of Service

I hereby certify that I have mailed a copy of this order to all parties on November 18, 2010.

Lolina Porte

12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I
Pg 49 of 156
Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 153 of 157 PageID 162 ...

IN THE CHANCERY COURT OF SHELBY COUNT FOR THE THIRTIETH JUDICIAL DISTRICT AT

LOLINA PORTER

٧.

Plaintiff,

NOV 1 8 2010

M.B.

DOCKET NO. CH-10-1929-3

GMAC HOMECOMINGS FINANCIAL ET AL

Defendant,

ORDER GRANTING TEMPORARY INJUNCTION

This cause came to be heard on the Plaintiff's Complaint and Emergency Motion to Set Aside Foreclosure Judgment and Sale of Real Property before the Honorable Kenny Armstrong, Chancellor of Part III on Thursday, November 18, 2010 at 10 a.m. The Defendants have been served, but have not responded to the Plaintiff's request for injunctive relief. For this reason the Court is granting a temporary injunction enjoining the sale of Plaintiff's real property that is the subject matter of this dispute pending a further hearing from the Court. The bond set in this matter will continue at one hundred dollars (\$100.00).

IT IS THEREFORE ORDERED ADJUDGED AND DECREED that a temporary injunction be entered enjoining the sale of Plaintiff's real property pending further hearing from the Court.

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Pg 50 of 156
Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 154 of 157 PageID 163

Chancellor Kenny Armstrong

Date

pproved for Entry

Lolina Porter

832 Monterey Rd Glendale, CA 91206 A TRUE COPY-ATTEST

D.C. & M.

Certificate of Service

I hereby certify that I have mailed a copy of this order to all parties on November 18, 2010.

Lolina Porter

12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I Pg 51 of 156

Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 47 of 157

this authoritein the North Ann

United States Bankruptoy Court Central District Of California

255 East Temple Street, Los Angeles, CA 90012.

DISCHARGE OF DESTOR

DEBTOR (MEORMATION) Lolling Moren Porte) aku Loling Cabiniyong Moran

BANKRUPTCY NO. 2:07-bk-19088-ER

CHAPTER 7

Last four digits of Social-Security or Individual Texasiyor-Identification (ITM) No(s). (If any): (Employer Tex-Identification (EIN) No(s) (If any): (VA Desiror Description Cate; 41100

Address 6a2 Medjerey Fid Gleddale, CA 91206

is appealing that the deblor to enlitted to a discharge, it is OROERED: The deblor is granted a discharge under section 721 of this 11. United States Code, (the Bentimptey Code).

FOR THE COURT,

Tratesi Apat 1, 2009

Jeri D. Ceretto Clark of the Court

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION

' Sar forth all names; including trade names, used by the debtods) willign the last 8 years. For Joint debtors, sel forth the last, rour digits of both scelal-secondy numbers or individual suspayor-identification numbers.

Herita River HARRI VANAME

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12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I Pg 52 of 156

Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 48 of 157 PageID 57



RIVERSIDE CALL CENTER: P O BOX 12007 RIVERSIDE CA 92502-2207



Hati Date: 02/26/2010

EBB Telephone Rumbers:
English 1-800-320-5616
Spanish 1-800-326-8937
Cantonese 1-800-547-3596
Handarin 1-806-303-0706
Victosmese 1-800-547-2058
TTY 1-800-815-9387

tidanithilitantanidallolidailailaididi LOLIKA N PORTER 832: HONTEREY-RO 6LENDALE CA 91206-2139

HOTICE OF UNEMPLOWENT INSURANCE AVARO

1: Claim Beginning Date: 01/31/2010 2: Claim Ending Gate: 01/28/2011
3. Waximum Benefit Amount: \$11700 4. Weekly Benefit Amount: \$450
5. Total Wages: 66,459.97 6. Highest Quarter Earnings: 45.197.19

- 7: This I ten does not apply to your chain.
- 8. You must look for full time work each week. Please see your handbook, A Guide to Benefizs and Employment Services, DE1275A, for more information about looking for work.
- 9. To qualify for this claim you must must further eligibility requirements. You will receive additional information on what you need to do to qualify. Please see your handbook, A Guide to Senetite and Employment Services. DE1275A, for more information.
- 10. Employee Name 11. Employee Wages for the Quarter Engling: 12. Employer Name 050. 3008 HAR 2000 JUN. 2009 SEP. 2009 JP MORGAN

13. Totals: 20,262.78 48,197.19 0.00 0.00

Important Information on the Reverse Of This Form

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12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I Pg 53 of 156

Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 49 of 157 PageID 58

RIVERSIOE CALL CENTER P O BOX 12807 RIVERSIOE CA 92502-2207 EX HIBIT



Hail Gatter 62/36/2010

EDO Tolephone Numbers:
English 1-800-300-5616
Spanish 1-800-326-8937
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Nanderin 1-866-303-0706
Vietnamese 1-800-547-2058
TTY 1-800-816-5387

hottoe of uhemployment incurance award

1. Claim Beginnling Duter 01/21/2016 2, Claim Ending Caret

01/29/2011

3. Haximum Benefit Amounts \$11700 W. Weekly Genefit Amounts

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5. Total: Wages: 65.

65.469.97

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7. This item does not apply to your claim.

- 8. You much look for full time work each week. Please see your handbook, & Guide to Benefits and Employment Services: BE1276A, for more information about looking for work.
- 9. To qualify for this ctaim you must meet further dilgibility requirements. You will receive additional information on what you need to do to qualify. Please see your handbook. A Galde-to Benefits and Employment Services. DE1275A, for more information.

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12 Employer Name

JP MORGAN

13. Totals:

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· EX WBIT3

APPIDAYIT OR SERVICE

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| State of Tennessee | | COUNTY OF | SHILAY | | | |
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NOTARY PUBLIC

I HAY! POSTED A CCHY OF SAID WARRANT IN COMPLIANCE WITH THIS LAWS OF THE STATE OF TENNISSEE AND THE BULES OF THE COURTS OF SHILLSY COUNTY TENSISSEE. PHAYE NOTHERD THE DEPENDANT THAT THIS MAITHERS SET FOR TRABING AT THE PLACE AND TIME STATED ON THE WARRANT BY U.S. MAIL.

PARLI HERORE ME THE DATE WAY 11-2009

MEXPIKESIMAY 2,2012

ALTEMPTS: 1.5/6/97/02 PM/2, 5/7/69/12/08 PM/3, 5/6/09/3-43 PM

12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I Pg 56 of 156 Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 52 of 157 PageID 61

Dear CALVIN HALL

Dricker Number ______ 1357290

Russmid in T.C.A. rules and House Bill Number 1674. Horse (3) alternas lieng bean made to serve a Detained Warrant of you in your address within a ten (70) day partied and we have passed the said warrant on time done and matted a copy in you, senting the court date at Least tenst for the days in advances

Your dourt date is WED MAY 27,2009 AT 1:30 PM

Shwerch, KELPIN GOOPER

Process Server Bi-198

A THE COMMENT OF THE PARTY OF T



Armen Cherik, MD 1215 S. Central Ave. #350 Glendale, CA 91204

PATIENT NAME: BIRTH DATE: PATIENT ID# PORTER, BRETT 07/21/1970 073690

Deat Dr. Cherik

EXAM DATE: 07/20/2009

EXAM: MRI brain without contrast

tridication: History of stroke approximately one week ago. Left-sided weakness.

Technique: Saginal T1 and T2 FLAIR; axial T1, T2, T2* ORE, FLAIR and diffusion, and coronal T2 and FLAIR.

No prior study was submitted for comparison.

Findings:

بهندور

There is T2 and FLAIR hyperintensity which extends from the right-frontopartetal opercular region to the lateral partetal contex, associated with smaller areas of restricted diffusion at the partetal contex. Mild mass effect with partial effacement of adjacent cortical suits. No midling shift: No definite signs of hemorrhage:

No area of abnormal signal intensity is seen within the left cerebrat hemisphere or throughout the posterior foesa structures.

The ventricles are normal in size.

Impression

Acute to subacute ischemic change with contral interest involving the right frontogarietal operculum to lateral parietal cortex.

Thank you for referring this patient to us for this examination:

Very truly yours.

STEVEN WONG, M.D.

Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 54 of 157 PageID 63

Print

EMPSIT 5 Page Lof 5

From Porter, Lolina (lolina porter@yamu.net)
To: gscott890@bellsouth.net;
Date: Fri, August 12, 2005 1:00:49 AM
Ce: austin@collins-maury.com; arthinker@yahoo.com;
Subject: Thank Yould

Greg.

Once and for all, I want you to know that I am thankful for your hardwork, but please do let me exercise my right as a customer without words of "threat", because everytime I tried to negotiate with you, you are always concernation. "what is it going to cost you?" and how you indirectly want me to be locked into you ONLY, don't you know that if you CIVE freely, you will RECEIVE it a hundredfolds even without asking for it. God knows what you need even before you ask:

I may have asked you if you would do my loan should I thought of purchasing the 5th property without Misty, (because I am already purchasing the 4th or even 5th with Misty's on it), so what's the big iteal about that.

I willingly signed contracts with Misty on the first four or five, because I chose her as my agent, but I don't think you should judge me when I decide not to go with Misty to jurchase additional proporties I. wanted to buy further down the road. I reserve my right to refuse to be serviced.

Lapologize if I had hurt your feelings, I didn't mean to, I am just trying to be a regular customer trying to be a wise as I could be. You don't need to bet that something will catch up on me someday, if it is God's will for me to be in a situation so be it, be if good or bad, I am not wonded. We will only live once, and life is too short to be so worried about accessories in life. It is not about money you know, it is about establishing good relationship without expecting paything in teturn.

I came from nothing, therefore I am not straid to loose anything and everything God allowed me to gain in this world. I worked hard to get where I am right now, but it is not because I am good, but because God allowed me to. I will survive no matter what for as long as God will allow me to unit none of these properties will come with me when I die equities may help pay for my funeral but that's about it.

So. I hope we will still cross our path and you will have a good attitude at that time fowerds husiness deals; ham sure you are a good person, but you are taking it so personal, when your office can only give me one type of loan which is of no advantage to me, but because you want to sell it; you are forgetting what your customer really needs and the relationship you are building doesn't have the foundation yet. I think you should look into selling other type of loans as well so you can propose better deals than what OMAC is allowing you to offer. Just my 2 cents!

More power to you Greg and may God bless you.

Thank you.

Lolina

----Original Message--
Prom: escous90@bellsouthingt [mailto:escous90@bellsouth nes]

Sent: Thu 03/11/2005:5:33 PM.

To: Porter, Lolina

Cs: austin@collins-maury.com

Subject RE: RE: Got your GPE

Print

KHBIT 5 Page 2 of 5

```
Lollin for some reason you forget everything that you say. You need to realize that overything that you
 say and do has an end result. Could be good; could be bad. You sign contracts; make commitments and then change the rules. Lolina I am glad I do not have deal with you anymore but I am sure this is has
 been your normal way to do buisness your whole life. I am glad it makes you reel better and bet some
 day it will catch up with you. This is just the troth Lolina so deal with it!!!!!!!
 > From: "Porter, Loling" \ | colons, porter@wnmu.net>
 > Date: 2005/08/11 Tho PM 07:00:27 EDT
 > To: <uscott890@bellsouth.jim>,
      <a href="mailto:maury.com">austin@collins:maury.com</a>
 > Subject: RE: RE: Got your GFF
 ۶,
 >Hi Misty/Grego
 > Lam getting confused. When did Ladmit that Lam purchasing the 5th-
 > property? Can you please tell me when and who did you hear it from? I
 > ain getting upset at what I am hearing from you Greg.
 > This is not a mature dealings. Misty, I never said nor express I am
 > gesting 5th property; and if in case I do that is my business not
 > anybody's, but why would that matter to you Grog?. Despite that I met
 > Ronnie first through my cousin. I still brought in Misty in the picture.
 >1 thought I would like Misty to earn something from this, but with all
 > these going on ... now I will just shut my door on those who cannot
 > comprehend what a good customer service should be. I hope everyone is a
 ≥ good sport!!!!
 > Thank you...
>Lolina
Ş.
>----Original Message---
> From: escott890@bellsouthiner [mailto:escott890@bellsouthinet]
> Sent: Thursday, August 11, 2005 3:44 PM
> To: Porter, Lollia
> Co: austin@collins-maury.com
* Subject RE: RE: Cor your GFE
> Just like the original deal you got with EWI/That has been modified
> They also pay for your appraisals/// But you had to
> You addinitize to going behind Misty to Ronnie Tickie for a 5th purchase
> That was nice!!!!
> That I guess really shows your character!!!!!
> Well Eolina it lookslike you have really got a good deal from what you
> 9ay//
> So the Wa-Mu loan person is giving you a free loan////-
> That person must not need to be compensated for there hard work!!!!
```

Print

TXHIBIT 5

```
> They do it for free.
> Well I am sorry that you would not except my offer to finance "7031.
> Harrold*
> I will be sad that I want be dealing with you anymore!!!!!
> But I will get by some howill!
> Check your faith and any and a second second basely
> Now!!!!
* **
>> Pront: "Porter, Lolina" < lolina, porteria wamu.net>
>> Date: 2005/08/11 Thu PM 06:01/38 EDT
>> Toi-<scott890@bellsouth.itet>
>> CC. Misty Austin (austin@collins-matiry.com)
>> Subject: RE: RE: Cot your GFE
>> Hi Greg:
وجروجر
>> I got the fax, and thank you for helping me out and thanks for letting
>> me know the door has been shot. I don't know why you are upset, but I
>> guest that is just your personality. Instead of being competitive you
>> decided to give up.
>> I got looked in today for 5.875% NO ORIGINATION POINTS NO DISCOUNT
>> POINTS, 13 year teen. NO PMI.
. F. F.
>> Have a nice day!
*
>> Thedk you,
**>
>> Jolina
.ٰ<*<
*>
>>----Original Mossage----
>> From: escott89070bellsouth net [mailtorescott89000bellsouth net]
>> Sent: Thursday, August 11, 2005 2:50:PM
>> To: Porter, Lollog
>> Subject: Re: RE: Got your CFE
٠
>> check your fax!!!
>> Did you think I was bluffing you about your credit report??
>> you are just about out of time!!.
>> Player, Player // Your playing on my field//
>> If its to tough throw in the towell-
>> I have aready closed 4-other investment loans this month and only the
>>11ff
>> Maybe your just smarter than those people
>> Or maybe those people have a better game plan
>> Or maybe you like to waist my time
>> Lolina you are own worst enemy
>> Hey this has been fun![][][
>> But guess what/// you just ran out of time///
```

Print

Page 4 of 5

exhin e

```
>> Yes I mean its over!!! The clock just stopped
>> The door has been shut///
>> I am sending you your turn down letter!!!!!
 >> Sorry, but have a great life.
>> Ba-By-Now!!!!!
 >>>
 >>> From: "Porter, Letina" < lolina nortenawami.net>
 >>> Date: 2005/08/14 Thu PM 04:30:08 EDT
>>> To: <gscon390@bellsoutcnet>
>>> CC: <austin@collins-maney.com>
>>> Subject: RE: Got your CFB
جرخ حر
>>> Fley Greg:
かりか
>>> Lam a player but just wanted to used all the good deals first if 1
>>> could, you know you will do the same thing if you were in my shoes.
>>>
>>>I don't want to waste your time either, but I ran my credit report.
>>> yesterday and it doesn't look like the same as the credit score you
>>got
>>> when you pulled it recently. I was hoping you would fax me a copy of
>>> when I asked you yesterday, but I have not received it so that I can
>>> review.
بخجنج
>>> if you are also a player you would give me a good deal since Thave
>>> you I will be buying some more. Remember, with these Old Millington
>>> properties the seller is only crediting me 3% of closing cost and.
多掛鍵
>>> something Thave to keep an eye is on the remaining funds I have.
>>> With your cost, I think I will be able to come back to you when I
> have
>>> exhausted all the good deals that is being offered to me at the
> moment
>>> with my current qualification by other lending companies.
***
>>> Thope you won't closely our door on me as well
>>:
>>> Thank you,
ベベベ
>>> Lolina
\times
>>> --- Original Message----
>>> From: ascott890/8 belisouth net [mailtonsscott890/bbelisouth.net]
>>> Sent: Thursday, August 11, 2005 12:58 PM
>>> To: Porter, Lolina
>>> Cet austin@collins-maury.com
>>> Subject: Re: Got your GFB
****
```

Print Fage 5 of 5

```
>>> Your clock is ticking///Time will nor out//
 >>> I know your still shopping! HI
 >>> rewn or eurout
>>> I do not have your updated doc's
>>> I have not ordered the appraisals:
>>> I am not playing with around this time
>>> You can see that I hope
>>> You have to pay to play in the lovestment game
>>> r:u a player
メント
5 8 3 B
>>>> From: "Portor, Lolling" < loling norter@warm.net>
>>>> Date: 2005/08/10 Wed PM 07:01:30 EDT >>>> To: <a href="mailto:scott890@bellsouth.net">scott890@bellsouth.net</a>
>>> Subject: Got your OPE
为学兴兴
>>>> Hi Greg:
***
>>>> I got the fax and geesez [111] 3% Loan Origination fee??????? You
> just
>>>> charged me 1% for the provious transaction. What was changed? is
>> this
>>>> due to 15 year term fixed. Is it because of the product type?
****
>>>> Hey, will you charged me 1% Loan Orlg Fee If I keep the Opt ARM?
シンンか
>>>> Please reply...
ルグベル
>>>> Thank you.
***
>>>> Lolina
**>
糸パネベ
×>>>.
本語学会
>>>>
>>>
>>>
À.
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>
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Sear

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Priot

Page 1 of 2

EXHIBIT SA

From: Lolina Ponter (arthinker Gyahoo com)
To: bretinipenter 721 @yahoo com; PORTEB @defs.lacounty.gov;
Date: Wed, April 8, 2009 6:48:26 AVI
Ge:
Subject: Re: For Cashiers Check

For Aurora Loan pls send FedEx overnight-Aurora Loan Services Aun: Cashiering 10350 Park Meadows Drive Littleton: CO 80124

From: Lolina Porter <arthinker@yahos.com>
To: Brett Porter

PORTER@dcts.lacounty.gov
Sents Wednesday, April 8, 2009 8:37:02 AM
Subjects For Cashiers Check

Hi Sweetheart.

Please go to US Bank and please get three Cashier's Check:

1) Payable to Countrywide Home Loans Amount: \$2,816.95 Memo: 03/2009 464 W Wilson Ave

2) Payable to Countrywide Home Loans Amount: \$2,260,42

Memo: 03/2009

-508-510 WEIK

FedEx all Countrywide Cashier's Check to:

450 American S) Sirii Valley, GA 93065 ATTN: Zachary Harrod 805-520-5144

5) Payable to Aurora Loan Services

Amount: \$938.51

Memo: 04/2009

es Mantiffer on Vow Marian

I will be the one to PedEx this as I don't have the address with me, at least just get the . Cashier's Check ready...

Your total Withdrawal from US Bank ArThinker Business Account

Service Service

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EXHIBIT SA'

\$6,015,88

Thank you, 143,

Lolina

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EXHIBITS: Page Loft.

(Free included served does)

From: Colini: Porter (arthinker@yahoo.com)
To: FORTEB@dcfs.lacounty.gov;
Date: The April 28, 2009 12: 19:28 Plvt
Cer
Subject: Fiv: For Cashiers Check

Not your fault, it was mine...

Forwarded Nessage —
From: Lothia Porter <arthinker@yahoo.com>
Too Brett Porter

Sent: Wednesday, April 8, 2009 6:37:02 AM
Subject: For Cashlers Check

Hi Sweetheart,

Please go to US Bank and please get three Cashler's Checks.

1) Payable to Countrywide Home Loans Amount: \$2,816,95 Mamo: 03/2009

2) Bayable to Country wide Home Loans Amount: \$2:260,42 Memo: 03/2009 Loan

FedEx all Countrywide Cashier's Check to

450 American St Simi Variay, CA 93065 ATTN: Zachary Harrod 805 520-5144

5) Payable 10 Aurôra Loan Services Amount 5938 51 Monor 04/2009 Loans 1888 60 6131 Woodstock View Tay

I will be the one to FedEx this as I don't have the address with me, at least just get the Cashier's Check ready...

Your total Withdrawal from US Bank Arthinker Business Account Land is \$6,015:88

Thank you, 143,

Lolina

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Print

EXHIBIT 5
NOT INCLUDED

From: Lolina Porter (arthinker@yahoo;com) To: PORTEB@dofs:lacounty.gov; porteb@dofs.co.la.ca.us; Date: Tue, April 28, 2009 [2:17:50 PM: Ca: Subject: Cashier Check Issue

Hi Sweetheart,

The Cashier Check you sent to Aurora Loan Services has a different Loan Number on the memo, annou hold for almost 2 hours now With Aurora Loan Services as they try to research the check.

Girl They are foreclosing the property on me... amitrying to negotiate...

Just an FYI.

Lolina

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BAHARATE

Page 1 of 2

From: Lolina Poner (ärthinker@yahoo.com)
To: renac hinman@autorabanklab.com;
Date: Wed, September 9, 2009 5:03:09 PM
Ce:
Subject: Commending Mr. Tony Henderson on Loan#

Dear Ms. Renae Himman:

I would like to email you on how much I appreciated Mr. Tony Henderson for helping me out hi getting all the financials accurately and getting me a Loan Workout to save my property in Tennessee with the Loan#

Thave been in contact with different Loan Workout representatives for the past 3 weeks at Aurora Loan Services, but none of them has the caring aftention, sympathy and sense of accuracy that Mr. Henderson has given me,

My husband recently had a stroke on July 10th, and I had never been late in my previous forbedrance agreement, just because I was late in getting my paperwork sent as I was in the hospital taking care of him, my property was set to foreclosure.

I did not want to foreclose on this property. I thank God that I called your office today and God put me through Mr. Tony Henderson and he was used by God to put our faith together in action.

I am emailing this to you that you may recognize him as someone who can be an asset to your office, as someone who setting a good example in saving people's homes. I hope that other Loan Workout Specialist would learn from Tony in dealing with homework who are in distress, stress, cannot sleep at pight and are in agony of loosing their homes.

To be honest with you I have spoken to a couple of Loan Workout Specialists just yesterday who were not sympathetic, but were pressuring his and insisting that I will loose my home. That person actually had told me that there is no other solution to my problem or plans that can work out but to pay the entire delinquency. They both seem to be unhappy with the job their doing and therefore are not feeling the shoes of us "borrowers".

Today, Tony had set me up on a Loan Workout that had given me hope, peace and anticipation of seeing the gold at the end of the rainbow.

For me, Tony has made my life free from fear of loosing our property. He was very kind and compassionate. Very thorough and I strongly believe employees like him should become a leader in this field of Loan Workouts and Consumer Relations especially in this time of economic turmoil.

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Horny

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Please recognize his effort as I strongly believe him to be the right person for the job and even recommend him to become a leader someday so he can share his strategies on how to help the consumer while helping the bank as well.

He has mentioned to me in a lot of times "foreolosure is the last thing the bank wants", whereas the other representative I dealt with they are not practicing it in fact they are promoting foreolosure as they scare me that I will definitely loose my property if I don't pay the entire amount:

The representatives I spoke with has taken my financials over the phone but was so fast that they are entering the data in the wrong field of the system, the other one has taken my data from the excel sheet I send via FedEx and yet critered the wrong information as well.

For example, I never had a credit card payment, never used credit since 2007, yet she put the value in the credit card line itehn. The accuracy when at the bottom of our conversation I tried to correct her, she does not want to correct her entries and went off and judged me using the entries she made. It was just disappointing to communicate with people that has no patience and is not happy to help.

I apologize for the long small, I am just so inspired to let you know how Mr. Henderson has helped me, because he believed in my ability to pay and accountely entered the financial data I told over the phone which I can provide proof when asked.

Thank you for reading my email. May God bless you and your team.

Sincerely,

Lolina Moran Porter Borrower 12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I Pg 69 of 156

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Auroro Loan Services

Mircountering of the social statements PHYSIC 600420000 + IAK TABICATES

MORTOLIT KOMMINENT

by han braven actors from bravious luc

tollna v docter

Property Address: \$1.11 Foodstock View Dr 81111rgton 33 38053



oble doctout agreement is used Coprecion 14, 2004, by such between divided bless SERVICES LIC ("Lender") located in 1817 College Land, Scottsbuff, NE 59181. and toling A Porter ('Customer').

historic, lander is the servicing egent and/or the coner sodholder of a carrain fote faired 47-27-W, executed and delivered by Curiose, in the original principal asset of \$ 111,400 (the "lote"). The Note is secured by a mortgage, deed of truer or comparable security instrument opted W-1)-05. (the "security Instrument"), to the property located at the address specified above (the "Royarty"). The Note and Security Instrument are collectively defected to be the "Loan Collective Collectively defected to be the "Loan Collective Collect

NURSEA, Customer in in default under the line locuments; has infled to make payment of Boutlly installments of principal, interest, and estrony if any, and has incurred selfitional expanses adthériaed wider the Loin Domangte, revilling in a total direarege now due of \$ 14,099 \$1, as more particularly speciostic delow.

dopared nombily payment (s) of Prof. from 12-81-08 through sed including 19-14-05 10,162,72 Accross Late Charges 116:23 ESS Cobigos .00 Legal Pees 3,201.52 Corporate Advances** Char Fees 44 Wines Credit (suppose belance/partial payment) Total Asomit bye [the 'Accessage']

2,129,87 14,835,45

* FIFT' nears the monthly physica of principal, interest, and occasio.

- conless, for takes and injurance physical installments.

* Comporate Language Language, but are not limited to, property.

importion fees, property preservation fees, legal fees, derealeure fees and costs, appraisal fees, NFO (1.0, broker price opinion) fees, circle report fees, recording fees, and autoriduation fees. "" "The fees included the most payment advances."

auxi Speed ACH Fees.

WIFEIN, as a result of Cictoper's default, lender (1) has the right to accolorate, and to regard Confesse to othe impolites inspent in fails, all at the spins exist order the line and secured by the security

12

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EXTRACT ?

M Aurora Loon Services

अपेनिक स्ट्रास्ट्रिंग स्थान कर्ता है। स्ट्रास्ट्रिंग स्ट्रास्ट्रिंग स्ट्रास्ट्रिंग स्ट्रास्ट्रिंग स्ट्रास्ट्रि

FROM FOR S

Roan No:

Instrument, (it) has no econlegated and declared due in full all such such and (III) may have allered consensed forestones proceedings to sell the Property:

entends, as of the date of exaction of the laternal.

Lender connected forselegate proceedings to sall the property on (\$110/09) forse
to legal filling in the county and state while the exceptive is located
closure talk has been echepular for 10/01/19:

himses, customs has regimental buides of forbungance in exercising its rights and regaldes under the default providings of the tion opposeds and with regard county foreclosure accion that any non be peraling.

upersus. Contrant has required and bender has agriced to allow customer to repay the hyperisds purposed to a look work-out accesses on the terms say forth because

ten, ranseroso, in consideration of the provides and mitual coverants herain contained, the peoples herato agree as follows

- i, <u>destructed</u>. If the Circles was discharged in a Contest of proceeding subsequent to the example of the took browners, tables appear that the Circles Will not have personal bisbility on the debar personal bisbility on the debar personal to this hardwind.
- 2. This coverence shall exerts on the 'explication Dabb.' as defined in Attachment A:
-). Leader's Northeathing, tadder shall fordean from entrolping any or all of the rights and reactive and entering or entering during the term of this leaderst index the Lean beautiest, payrided those is no "Default", as such tank is deliced in paragraph 6.
- 4. Custoper's Maissing, insider addits and divined that any and all postponements of a foreologue date, aske during the term of this hareneaut of in anticipation of this hareneaut of in anticipation of this hareneaut, attracts by mutual consent of the Custoper and Leadur and that, to the extent allowed by worlicable law, any much foreologued asie may be placeded from the country and foreologued by the date is cultivated or the foreologue and it is under no obligation to disclose a perhips foreologue proceeding until much that as all recess and conditions of this Agreement and Livechamp a have been fully performed.
 - 5. Jeros of Britanii, like strachischt A; which is beide a purt berede.

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PAMBITT

Aurora Loan Services

ar son y munica son de or senauloson escasor de colos son

Mige 3:02 5

zom do.

- i. Belouit. If Continue Inile to make any of the physical operation in Attachment A on the decided and the decided and the decided in Attachment A on the decided and in the decided detact of otherwise falls to comply with any of the terms and conditions herein or therein land such even became delined as a 'Datavia'). Lender, at its solic option, any terminate this appearant sixthous further notice to continue. In each case, all appears the last there exists under the Borg ras security incrimate, and this torought the provide sixthous inserting and all legace inceding the Borg ray will be permitted to exercise say and all tiphes and inserting provided for in the Losa Datavias, Lociolius, but not limited to inserting commences of a forcelouse action of reason of a pending forcelouse action of the losa of a pending forcelouse action of Contages.
- I, to enture. Morbing contribed betain statif constitute a valverof any of all of the tender's rights or results, including the right
 to consence or results foreclusive proceedings. Failure by leader to
 exercise any sight or result upder this horsement or as officialist
 provided by senticipin ion shall not be depend to be a waives their of the
- if the pender previously notified the Contener achoevisages that if the pender previously notified the Contener that the account was in default, that the make and security instrusent off accelerated and the desir evidenced by the lotte is as in full, the econom recates in default; such team December recate accelerated, and such belt due in full, although Courese fay be priviled by he to cure such default by he priviled by he to cure such default by bringing the loan evidenced by more current rather than paying it in full. Leader a acceptance of any payesits from Contener which individually, are less than the total accent due to sure the default described herein shall in no may present hands for contening with evilection series, or require bender to remainly travers of such default, re-accelerate the loan, re-isone may not not accelerate the loan proceeding with collection series of contener proceeding with collection series if contener by the leider acatest Conform will not be withdraw unless thereof the clearances to do so by applicable law. In the event customs befoults, the forecome will consence, or recome from the polar at which it has placed on bold, althout further actice.
- 3. Linked volification, succept as otherwise provided in this describes, the late and socially instrument, and any exclusives and exclusive and shall resold in full force and effect.

I a typical example of this world be if Lender decides the decembe a partial of matheoly payment from Contensor instead of rathering such payment for terminating this agreement as provided december, Lender shall not be precluded from rejection a subsequent payment on unlimaly payment, thresholding this december, or taking any other arbiton paralleled by applicable law.

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M Aurora Loan Services

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FROM A OF S

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10. ion leaden of the selic. The paperts received by Leader from distorer pursuant to this byrecient shall be applied, at ionder each option. First to the seriise southly payeaut under the fill payeaut under the foll payeaut under the foll payeaut under the foll payeaut under the due and ording under this agreement shall be, at payear's sold option, in received to ductoser, or (2) held by leader in partial or suspanse separat silance until sufficient sus is rejeived by Leader to apply a full payeaut. If this byrestant is caucalled addor terminated for any reason, any restricts from the lift payeaut of suspanse payment balance onell be credited foresta customing children onell be credited foresta customing children onell be credited foresta customing the sections.

11: Mathods of Articl Arcados. All paperute ands to Lindar Union tills decreased that! (1) contain the Linday's loss number shown along, [11] colors echerales agreed to be the Landay's loss number shown along, [11] colors echerales agreed to be the Landay, be paperule in exception toway order; or cartified check, and (21) he can to Author Loss bongains as appointed in Arcadosant & Any payent and other than abractly pursuant to the requirement of the requirement of the requirement of the requirement of the parameter of the parameter of the requirement of the confidence to have been reclined by Landay. Allbough Linday may, in its sole alienterion, decline to account one confidence sayson.

ii. Credic descript. The percent status of Contract of the condition of this distance beneath the prior to exception of this distance of the condition of this distance of the distance of this distance of this distance of the condition of this distance of the condition of this distance of the loss of the condition of the configuration of the configuration of the configuration of the condition of

It. Property payls, insurance, and other language. If Customer's light is not excrement for takes and implement obtained appetutes it is furthered; a responsibility to pay all property terms, premiess for insurance, and all other exemits Customer squeed to pay as required under the rerue of the light brownests. Customer's failure to pay property terms, arounds used an any employ light exemity instrument, other andones that any extend priority instrument, of insurance premiuse, in each case before their due date, that it exemits a legality hereaster.

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Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 69 of 157 PageID 78

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i.! For purposes of repayment of the excenses, Courses Well-initial installation of 51301.08, as or before (69/15/2009, land 9 northly payments park in the animit of 9170,00 (each; in relate payment) in accordance with the solicities of forth in carrypaph and below; in addition to the Northwested Contenses that course a final payment in the animit of \$1235.66/1000 fellow payment) on the sate set forth in correspond a lates.

on or before 09/25/2008 (the "egrephene haves take"). Contains shall execute and report the Agreement, including this Attractions A. in accordance with the following trainment indi-

geerlighe Hail: Autora Leag Services Attalizion: Logs Willgation 2017 Hollings Vari Scottabloff, UT, 19981

uspā Valla durota foam Setvicijā Afcentlen: eges stelhavioc 9.0. Uda 1716 Konzuniafā, Val78165-1786

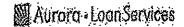
The appropriate view has one force and effect unless lender resolves the appropriate agreement; including Attachment A, an well of the first risk papers, by the Agreement Prime Date: Contends shall result to Lender the first Plan papers, in the except specified shows, ands papelle to Autora Lean Sarvjous in certified finds by reams of cashier's them, array order, Restand thins leads city! diute, help or certified them. All Plan papers, including the risks Plan papers, shall contain the Leader's loss purper apend in the agreement and, unless otherwise agreed to by the header, shall be payable in certified funds as described above and are to be sent to lightly a payable in certified funds as described above and are to be sent to lightly a payable in certified funds as described above and are to be sent to lightly a payable for certified funds as described above and are to be sent to lightly a payable for certified funds as described above and are to be sent to lightly and the payable for certified funds as described above and are to be sent to lightly instructions.

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- a. I thin topsents are to be juid on or before the 15th day of green and the best and the payment by the 15th day of each south. The Eilloca payment described in Paragraph a. I above must be rendred on or lighter of 1715/10. The ignerment shall expire on the date the Sallogo payment is due ("the igniration describe").
- b. In the event increase cures the hirefrequ by making all the capacities, and the hallow payment, an or peture the explication water and is current with the payments and the appreciast taken on an acceptable the loss because the day, and acceptable should consider the late and security historiest to be current and to be current and to delicat the late and security historiest to be current and to delicat acceptable of the interest and conditions. Hombally account observants that Customer while receive thereafter will reflect the context exactly of the loss evidenced by the late and customer a regular material acceptable payments required under to him resemble called the regular material physical acceptable
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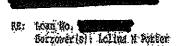
Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 70 of 157 PageID 79

HWW 7



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Segiesbeio 14, 2009



Property Address: 6131 Houseoft View Dr Hillington To: 19057

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Dear Customer(s);

this Addardia supplements the Attached Letter,

Beliar is a devailed idealization of the anguld fees, costs and other draiges one on the above-reperantal look.

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Sentrapro: Accorney Fee: \$650,00
Randovsky Court Fee: \$150,00
Fee: \$1,237,67
Fee: Liquidation fransaction \$122.00
Frankerty Value Fee: \$160,60

A.

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EXMAN 7

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Loan No.

the bath. One so adjustments that periodically occur to too and insurance preside repeates, and it positionies in interest rates on adjustments of the course of an agreement such as that one it is possible that some adjustment to the regularly scheduled monthly payments under the hore may occur which could interest the outer of the hydrogens. Customic activalistics that the total and that an adjustment new becomestly to the Bellion payment that out be due at the expression have. In the owner such an adjustment is necessary, the hore and security instrument such as adjustment is necessary, the hore and security instrument such as adjustment is necessary to the adjustment of the adjustment required to cure the attractions as a result of the adjustments.

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Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 , Page 72 of 157 PageID 81

Print ...

EXHIBET &

Page 1 of 1

From: Lolina Porter (arthinker@yahoo.com)
To: renae himnan@aurorabahkfib.com;
Date: Tue, September 15, 2009 2:14:28 PM
Ce:
Subject: Inquiry on Loan Workout forcuments:

Dear Ms. Hinman:

I just received today the loan workout/forbearance agreement that Tony Henderson (PL6A1) had sent me, I just have a question on one of the agreement items. How do I get hold of him, or how do I go about clarifying items in this document?

Lean be reached at 818-571-9092 (cell) or landline 818-548-7586:

Please help as my deadline to fax this back is today as well, I just want to clarify one itembefore I signithem:

I would really appreciate your help on this matter:

Sincerely;

Lolina Porter

- 6131 Woodstock View Dr. Millington, TN 38053

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Pg 77 of 156 Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 73 of 157 PageID 82 VIVI JULIAN BERNER Gale Card Sonderse Ellion Volley alleged areas on ayasan bila matun TASAN Special of Lands Sencialitation TRINKER (E YALING CEN

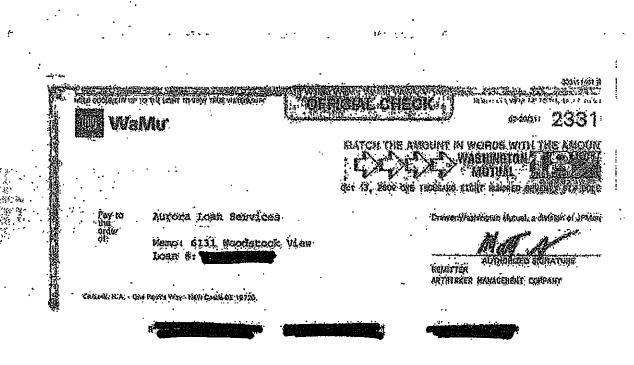
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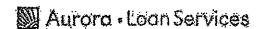
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October 28, 2009

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glendeje Ce-91106-913d 635 Menteren Rd Celbua M Porter

RE: Loan Nov

Dear Customer(s):

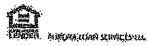
As requested, Aurera Loan Services has reviewed your mortgage loan paccount for possible lean workout options. Unfortunately, your request has been denied for the following reason(s):
We did not receive all payments required under your forbearance agreement

if your current financial situation changes or you are shie to provide additional information that you believe would affect the decision to deny your lean workout request) please provide that information vititing if deve of the date of this latter. However, if a guly noticed foreclosure sale has been scheduled documentation must be received by acrors loan dervices no later than a pusiness days prior to the foreclosure sale date.

As of the date of this letter, your request for a Loan workout option is considered closed. To discuss the status of your loan and any amounts that may now be due; please call 1-800-550-0509.

You should be aware that any pending foredlosure action may be impediately resumed from the date of this letter. No new notice of default notice of intent to accelerate notice of acceleration or similar notice will be necessary to combines the foreclosure action. If you do not bring your loan suffers impediately, any forest surreaction will resume from the point at which it was suspended without further notice:

If you can being your loan current or if you have any questions concerning this letter, please contact Aurora toan services at the address given above or by calling 1-800-550-0509. Please are now to save your home!



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14 HBIT I

M Aurora · Lgan Services

2617 COLLEGS PARK + P.O. BOX 1706 + SCOTTSBUJFR, MB 69363-7408 PHONE: 800-560-0508 - FAX: 303-728-7646

Loan No.

Page 2 of 2

Equal Credit Opportunity Act Wolice
The federal Equal Credit Opportunity Act (ECCA) prohibits creditors
from discriminating against credit applicable on the basis of race,
color, religion, harional origin, sex, marital status, age (provided that
the applicant has the capacity to enter into a binding contract), because
all or part of the applicant's income derives from any public assistance
program, or because the applicant has in good faith exercised any right
under the consumer Credit Protection Act. The federal agency that
administers compliance with this law concerning this creditor is:

Office of while Supervision Consumer Response Unit 1790 G Street, My Washington, Do 20552

Sincerely.

Loss Mitigation Aurora Losn Services

Autora loan Services is a debr collector. Aurora loan services is attempting to collect a debr and any information obtained will be used for that purpose. However, if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally; but is notice of a possible enforcement of the lien against the collateral property.



AURORA (ČARASTAVER) (LE

12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I Pg 82 of 156 Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 78 of 157 PageID 87

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Page 2 of 3

Range flying

From: Lolina Porter <arthloker@yahoo.com> To: Justin balser@aksiman.com Sent: Tue, February 2, 2010 2:38:58 PM Subject: Re: FORECLOSURE DATE is on FEB: 4, 2010 on Logn#0021460589

Atty: Balser:

Another accusations, Aurora Loan sent in the payment of \$1,876 on October 2009.

That was not true. Ms. Alicia Hodson was the recipient of that Fedex document containing my cashler check amounting to \$1,876.00 and a letter requesting her to explain to me why there is a balloon payment in the Repayment Plan agreement that was not discussed to me verbally by Torly Henderson who approved me for this Repayment Plan. Mr. Tony Henderson even told me that after payment of \$1,876 that I should get caught up and will resume my regular payment of \$605.00 (depending on interest rate) by end of that 9 months.

Ms. Allcia Hodson failed to post that gayment, hence the Aurora Loan Services does not have a record of my payment which in truth it was reselved on time per FedEx proof of Tracking and Cashier Check copy. I called Ms. Hodson, a casked her what happened to my payment; she said she will researched and I never heard sack from her. I had to call her again, and she just told me that it is already posted. However, mey mark it as ME WHO BROKE THE LOAN WORKOLT. This is not FAIR.

Please explain to me the result of the research of the cashier check that was ATTN, to Ms. Alicia Hodson. Did she just not post the payment in purpose? why? is it because she wanted me to really fall this agreement?

Please ask Aurora Loan why my payment definoting posted in October 2009 and why I am accused that I broke the loan workout during that time. Thave a letter they sent me accusing me that I broke the loan workout which a large been erased. I do not deserve to be accused of something I did not do.

Looking forward to your reply on my above requiry because I felt fraudulently accused with projudice.

Thank you.

Sincerely,

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Finity Express
Customer Support Trees
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Middus H, 4th Page
1679 Alwayd Street

U.S. Mail: PO 301-707 Mangale. TH 55194-9245 "Teliphiro 901-369.3860

Movanicar 2,2069.

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Status:

Signed for by: Service type: Delivered

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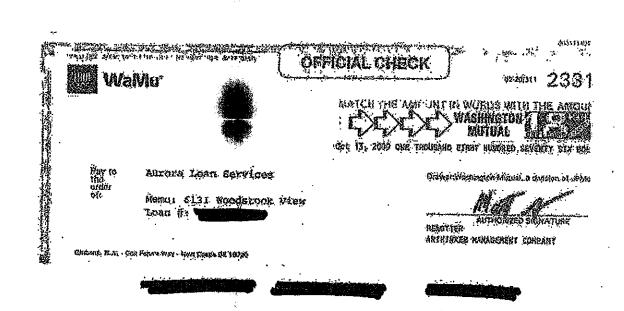
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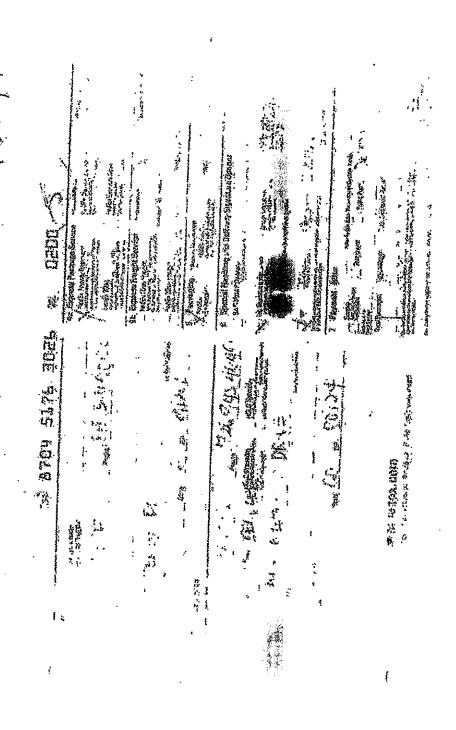
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Page 1 of 2

From: Loling Porter (arthinker@yahoo.com)
To: HOPENOW@alservices.com; Jason Cramer@aurorsbankfsb.com;
Date: Men. February 1, 2010 1:22:38 RM
Ces
Subject: Fw: FORECLOSURE DATE is on FEB. 4, 2010 on Loan#

want to FORECLOSE this home, but I was accused wrongly,...

- Please help I do not

To whom it may concern:

T got an email from this attorney that I to not qualify for a lean workout or lean modification, whereas, last Thursday my counsel spoke to some in HOPENOW Team and according to Tony my file is currently being reviewed for most pattern and had asked me to call on Tuesday (which is tomorrow) to make sure they provide the foreclosure on Feb 4, 2010.

I am again confused as to what to believe weese let me know if HOPENOW Team is still reviewing my file for loan modification.

Thank you in advance:

Sincerely,

Lolina Porter

From: "Justin balser@akerman.com" < justin balser@akerman.com>
From: "Justin balser@akerman.com" < justin balser@akerman.com>
To: artifinker@yahco.com
Sant: Mon, Fabruary 1, 2010 12:51:59 PM
Subject: RE: FORECLOSURE DATE is an FEB. 4, 2010 on Loan # Comment of FORECLOSE this home, but I was accused wrongly...

Ms. Porter:

As I have mentioned to you before, Aurora Loan Services has retained me to represent it concerning your loan. However, you continue to email, Aurora employees despite my instruction not to contact Aurora directly as it is represented by legal counsel. Please do not send any further emails to Aurora concerning your loan. I appreciate you understanding in this regard.

I will resterate that unfortunately you do not qualify for a loan workout or modification on this rental property in Tennessee. The reasons for this denial have been explained in prior communications. You have now presented to Aurora a financial statement (emailed today) that you prepared after, as you describe, you "let" two California properties go to foreclosure. However, this does not in qualify you for a lean workout or modification concerning this loan. Aurora is unable to confirm any of the information presented in this self-prepared financial statement.

Justin D. Balser
AKERMAN SENTERFITT us
The Kithredge Building
\$11 Stateenth Street, Suite 420
Denvey, Colorado 80202
303.260,7712 (Office)
303.260,7712 (Office)
303.260,7714 (Pacsimile)
Efficit justin belser@akerman.com

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Page 2 of 2



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Princ



From: Lolina Porter (arthibker@yahgo.com)
To: justin bajser@akeonan.com;
Date: Wed, February 3, 2010 9:58:46 AM.
Cer Elizabeth.Santoro@aurorabaukfib.com;
Subject: Re: FORECLOSURE DATE is on FEB. 4: 2010 on Lounff

Atty Balser:

I still have not heard from you at this point; I will have my counsel Liberty Law Firm represent the effective immediately:

Sincerely,

Lolina Porter

From: Lolina Porter sarthinker@yahoo.com>
To: Lolina Porter sarthinker@yahoo.com>; justin; balser@akerman.com:
Cc: Elizabeth A. Santoro Aurora Loan Services < Elizabeth, Santoro@aurorabankisb.com>
Sentr Wed, February 3, 2010 8:45:25 AM
Subject: Re: FORECLOSURE DATE is on FEB. 4, 2010 on Loan #

Atty. Balser

I have not fleard from you until now on what were those four (4) broken loan workouts that Aurora Loan Services are according me of and in which they based their decision not to allow me to offer a cure of default on the home loan#

Please note -

Borrowers Right to Cure (THI.PA) Section 4): affords borrowers the right to cure a default on a high-cost home loan up to 3 days before foreclosure; Requires that actual notice of right to cure be sent to borrower.

Also, the second mortgage lender on this property was not even formally informed by the lander of the foreclosure date.

I have not received a Notice of Right to Cure. All I got was information that there is no more cure.

Please get back to me before the foreclosure of this subject property takes place tomorrow, February 4, 2010.

I look forward to hear from you Attorney Balser.

Thank you,

Lolina Porter

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EXHIBIT/LS

From: Santoro, Elizabeth A (Elizabeth Santoro@aurorabankfsb.com)
To: orthinker@yahoo.com;
Date: Mon, September 21, 2009 11:57:28 AM
Ect Jason Craner@aurorabankfsb.com; ANNFRIEDMAN@allstate.com;
Subject: RE: HI Ame - please help ASAP

Ms. Porter.

Please see the payment spread sheet breakdown we sent to you. We have not had forced placed hazers theurence on this loan single 2000, the first payment was made on March 21, 2008, the next payment was made on Jurie 30, 2008. Once we received proof of Insurance both the payments were refunded to you escrew. We scall had to force place insurance on 08/17/09 because we do not have proof of current coverage. Please provide proof of a current hazerd insurance policy as soon as possible and we can have the forced place. Insurance removed.

I think you are confusing Hazard insurance with PMI (principle mortgage insurance); this not something that can be removed. Tax and PMI are the only debits out of your exclosive account until we had to force place the insurance in September.

We show that the eighed payment plan was received by our office today, please confirm that the centred check for the down payment has been sent if we do not receive the down payment in full by the end of the day. Sentember 25, 2009, we will be forced to proceed with the foreclosure sale as scheduled on October 1,2009.

Please contact ma with any questions you may have and provide the proof of insurance as score as possible.

thank your

Elizabeth Santoro

bigh Risk/ Bushices Lifigandh/Escalador Tasin
Autora Loun Services LLC

10136 Fack Mendows Dr. 1st floor
Libleton, CO-80124
phone: 720,945,4650

Fen 866,923-1785
ultrabeth sentorologaurorabanides .com

Aurora Loan Services is a debt collector. Aurora is attempting to collect a debt and any information obtained will be used for that purpose. However, if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally, but is notice of a possible enforcement of the lien against the collectaral property.

From: Lolina Poiter (malitotarblinker@yahoo.com) Sent: Friday, September 18, 2009 3:44 PM To: PRIEDMAN, ANN Subject: Re: HI Ame - please help-ASAP

Hi Ame.

http://ws.mg2.mail.yaboo.com/de/launch?.gx=1&.rand=5gga9bkqm5mra

10/21/2010 ----

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EXHIBIT IS

From: Cramer, Jason W (Jason, Cromer@aurorabankfsb.com)

To: ARThinker@yahoo.com;

Date: Thu, September 17, 2009 4:44:24 PM;

C¢:

Subject: Documents from Aurora Bank FSB

12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I Pg 94 of 156 Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 89 of 157 PageID 98

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exilait/6

Front: Lolina Porter (arthinke/@yahoo.com).
Tor elester@LOGS.com; michelewestern@bigriver.net; jerrydavidson@earthliak.net;
Date: Thu, October 21, 2010 8:3322 PM
Cer arthinker@yahoo.com;
Subject: Re: FedEx-Tracking of the Return Check to Autora Lom Services/6131 WOODSTOCK
VIEW DRIVE:

Corea,-

Just to inform you that we have not received any payment from Aurora Loan Services as promised as of this date and as of this time. CA time is 70m.

Please send me a tracking number.

Thank you,

Lollina HÖA Administrator for Woodstock Hills Association Managed by Arthinker Property Management

From: prvi=909041768=clesser@LOGS.com [meille:prvs=903041769=clester@LOGS.com] On Behalf Of Corea.
Lester
Sent: Thursday, Odfober 21, 2010 9:49 AM
To: Lolina Poner:
Oc: Michiele Beyersdorf, jerndavidson@seithlink.net
Subject: RE: FedEx Tracking of the Return Cheek to Aurora Loan Services/6131-WOODSTOCK VIEW DRIVE:

Hello Lolina,

The seller has overnight check to your office in CA, please make sure that you provide us a copy of the release of lieu or a letter with your signature stalling that you received payment in order for the buyer's alterney to proceed with closing this property before the end of the month. Thanks for your cooperation in this matter in order to expedite this closing in a limity manner.

Corea Lester

REO Closed REO Department

Shapiro & Kirsch, LLP

Member of the Fannie New Refelned Attomby Network (TN)

6055 Primacy Parkway Suite 416

http://vs.mg2:mgil.yahoo.com/do/humch?.gx=1&.cand=5gga9bkqm5mm

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Memphis, TN 38119

EXHIBIT 16

M-F 6:30-5pm

Work: 901-260-6963

Page 901-273-2536

For escalated issues, please contact my manager, Scadella Muatee et smcatee@koas.com

We must receive signed does by small or fax immediately after closing or the seller will require the property to re-close. Funds also have to be wired, ASAP.

Pursuant to the Fair Debt Collection Practices Act, you are advised that this office is deemed to be a debt collector and any information obtained may be used for that purpose. Confidentially Notice. The information containing in this e-mail is intended solely for this use of the named addresses and may contain legally privileged ariding benindential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is sticily prohibited. If you have received this e-mail in error, please immediately notify the sender by replying to this e-mail or through the contact information above, then permanently delete the original and any original and any printput thereof.

From: Lolina Porter [mailto; athlinker@yahoo.com] Sont: Wednesday, October 20, 2010 4:26 PM To: Corea Lester

Subject Ref Fedex Tracking of the Relum Check to Aurora Loan Services in 131 WOODSTOCK VIEW DRIVE

My contact number is 901-347-0372 or 818-571-9092. Pean see you are calling but the signal here in TN is bad...

From: Corea Lester <clester@Locs.com>
To: Lolina Porter <arthlinker@yatroc.com>
Sent: Wed: October 20, 2010 2:22:12 PM
Subject: RE: FedEx Tracking of the Return Check to Aurore Loan Services/613:f WOODSTOCK VIEW DRIVE

Please provide your contact number. Thanks!

Corea Lester

REO Closer/ REO Department

10/22/2010 ...

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Trint

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Shapiro & Kirsch, LLP

Member of the Farmle Mee Retained Attorney Network (TN).

6055 Primacy Parkway Suite 410

Memphis, TN 38119

M-F 8:30-5pm

Work: 901-260-0963

Fex: 901-273-2536

For escalated lessues, please contact my manager, Scarolla Monter at <u>smeater@loos.com</u>

We must receive signed does by email or fax immediately after closing or the seller will require the property to re-close. Funds also him to be wired, ASAP.

Pursuant to the Feir Debt Collection Practices Ast, you are advised that this office is deemed to be a debt collector and any information chained may be used for that purpose. Confidentiality Molice. The Information contained in this e-mail is intended solely for the use of the named addresses and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissentination, distribution or copying of this e-mail, and any attemptions thereto, is sircily prohibited. If you have received this e-mail in error, please immediately notify the sender by replying to this email or through the contact information above, then payment his delete the original end any copy of any e-mail and any printout thereof.

From: Lollina Porter (mailté;aithinken@yahdo.com) Sant: Wednesday, October 20, 2010 3:48 PM

To: Corea Lester

Subject: Re: FedEx Tracking of the Return Check to Autora Loan Services/6181/WOODSTOCK VIEW DRIVE

Hi Corea,

That sounds great. Please make sure they make it payable the following and overnight to the address below:

PAYABLE TO ARTHINKER PROPERTY MANAGEMENT

Please call me....

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EXHIBIT 16

Page I of L

From: Corea Lester (clester@LOGS.com) To: arthinken@yalico.com; Date: Wed, October 20, 2010 11:1 [:03 AM

Subject: RE: FedEn Tracking of the Return Check to Aurora Loan Services/6(3): WOODSTOCK VIEW DRIVE

Hello Lolina,

Per the closing coordinator advise me that she should have an update from the saller today. I will update you as soon as I hear something back. Thanks for your sooperation in this matter.

From: Loling Porter [maillo:arthinker@yaheb.com] Sent: Wednesday: October 20, 2010 12:46 PM To: Corea Lester

Subject: Re: FedEx Tracking of the Return Check to Aurora Loan Services 6191 WOODSTOCK VIEW DRIVE

HI Corea,

Any news so fac? I gotta get back to my family in CA. I cannot wait free for a long time, they must pay the HOA

ligot to get an enewer by 2pm today at least. Please let them know.

Thank you,

Lolina

From Corea Lester Kolester@LOGS.com> To: Lolling Porter ≼arthinker@yattoo.com> Seint: Trie; Odtober 19, 2010 135:46 PM: Subject: RE: PedEx:Tracking of the Return Check to Aurora Loan Services/8131 WOODSTOCK VIEW DRIVE:

Hello Lolina,

Per closing coordinator:

We are waiting on approval from the seller. I should have something by the end of the day.

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EXHIBIT 16

Page (of 4

From: Lolina Porter (authinker@yshoo.com)
To: clester@LOCS.com;
Date: Fri, October 15, 2016 3:22:05 PM
Cci
Subjects Re: UPS Delivery Notification, Tracking Number, 1ZA390X30197164140

Again, Corea, had Mr. Davidson (the realtor) had returned my call and worked with riox and involved HOA from the start of this transaction, there should not be any delay, and this transaction should have been a smooth closing.

It is hard to chase someone to pay HOA dues... I am not a collection agency. I am just doing what I am suppose to do as HOA Administrator.

Thank your

Lolina

From: Lellria Porter <arthinker@yahoo.com>
To: Corea Lester <clester@t.0GS.com>
Sent: Fri, October 18, 2010 3:17:39 PM
Subject: Re: UPS Delivery Notification, Tracking Number 1ZA590X30197164140

The by-laws are OK now, it has been researched and the HOA is a valid HOA whether it is jecorded or not as long as we the members of the HOA are aware and has been disclosed a copy of it.

I will give the copy of HOA via mall to Aurora Loan Services:

What do you mean split the total amount in half? Who is going to split? the seller and the buyer?

Corea, as long as HOA gets paid for what was owed, then we will release the lieh. The total amount of which is now at \$3,2204.

Please let me know if they have malled the check already so I can immediately deposit it and once it dears then we will release the lien.

I am just doing my job.

Thank you,

Lollria

From: Corea Lester
To: Loline Porter
Sept: Fri, October 15, 2010 3:08:49 PM
Subject: RE: UPS Delivery Modification, Tracking Number 17A590X30197164140

The seller is requesting the by laws and also seller has agreed to split the lotal amount in half,

Corea Lester REO Closer/ REO Department Shaptro & Kirschi, LEP Member of the Familie Mac Retained Attorney Network (TN): 8053 Primacy Parkway Sulle 410

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exhibit 16

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Memphis, TN 38119 M-F 6:30-5pm Work, 901-260-0963 Fax: 901-273-2598

For escalated issues, please contact my manager, Scadella Mcalee at smosterology com.

We must receive signed does by email or tax immediately after closing or the seller will require the property to re-close. If mids also have to be wired, ASAP.

Purstant to the Fair Debt Collection Practices for, you are advised that this office is deemed to be a debt collector and any information obtained may be used for that purpose. Confidentially Notice: The information contained in this e-mell is intended solely for the use of the named addresses and may contain legally phyliciped, and or confidential this middle or the property of the angel recipient of this e-mail, you are hereby notified that any dissemination, distribution or opying of this e-mail, and any attachments thereto, is strolly prohibited. If you have received this e-mail in error, please immediately notify the sender by replying to this email or through the contact. Information above, then perhanently delete the original and any copy of any e-mail and any printout thereof:

From: Lolina Porter [mailtolarthinker@yahou.com] Sent: Friday, October 15, 2010 4:58 PM To: Corea Lester Subject: Re: UPS Delivery Notification; Tracking Number 1ZA590X30197164140

Cory,

We researched it again, and it was found on the "Return to Sender" file and it is on the way back to Aurora Loan Services, we cannot deposit this check because the payer is wrong. They were given an invoke and one Instructed to make it payable to Arthinker Property Management!

Please have them replace this check with updated amount based on the October Involce sent via US Certified. Meil.

Thank you.

Lolina

From: Colea Lester «clasterio LOGS com> To: Lolina Porter <arthinker@yahoo.com> Sept: Frl. Odtober 15, 2010 12:39:26 PM Subject: FW: UPS Delivery Nolffication, Tracking Number 1ZA590X30197164140

Please read message below is the tracking if showing that HOA payment was received by your office on 09/27 and there should have been no reason for your office to file a lisn.

From: Slagel, Rachal B [mallio:Rachal Slagel@lpaves.com] Sent: Friday, October 18, 2010 2:26 PM To: Corea Leater Co: Trevethan, Lauren M: Subject: FW: UPS Delivery Notification, Tracking Number 1ZA590X90197164140

Corea: can you call me when you get this email?

Below is the confirmation that they received on 9/27-same day they filed the lien.

From: Wasmer, Daniella Sent: Friday, Colober 15, 2010 1:23 PM To: Slegel, Rachel R Subject: FW: UPS Delivery Notification, Tracking Number (17,890), 2019/164140 12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I Pg 105 of 156

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DAMBIT 16

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From: UPS Quantum View intelloceute-netliv@ups.com] Sent: Monday: September 27, 2010:10:44 AM To: Washer: Danielle Subject: UPS Delivery Notification, Tracking Number 12A690X80197164140

ingge removed by sender. UPS

***Do not reply to this e-mail. UPS and LPS Asset Management. Solutions will not receive your reply.

At the request of LPS Asset Management Solutions, this notice is to confirm that the following shipment has been delivered.

Important Delivery Information

Massage from LPS Asset Management Solutions: ALS30, 380

Tracking Number: 1ZA590X30197184140
Delivery Date / Time: 27-September-2010 / 8:56 AM

Delivery Location: RESIDENTIAL. Signed by ERENT

Shipment Detail

Ship To: Woodstock Hills 832 MONTERBY RD GLENDALB CA 91206 US

Number of Packages 1
11PS Service: NEXT DAY AIR

Shipment Type: Letter Reference Number 1: Accounting

2rr2fr2y8Bj2L9

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innect of S Single named by server

The information contained in this message is prophletary and/or confidential. If you are not the intended racipient, please: (i) delete the message and all copies: (ii) do not disclose, distribute or use the message in any manner; and (iii) notify the sender immediately. In addition, please be aware that any message addressed to our domain is subject to archiving and review by persons other than the intended recipient. Thank you.

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Page Lot 5

ENNIBIT 17

From: Loima Porter (arthinker@yahoo.com)
To: foredosure@weiss-spicer.com; reinstatements@weiss-spicer.com;
Date: Thu, January 28, 2010 9:00:06 PM:
Ce:

Please help I do not

Dear Mr. Arnold Weiss:

I am forwarding to you the small I had sent to Aurora Loan Services out of desperation, I do not want to loose this home to foreclosure Sir. Please hear me out first and hoping you would help make this home.

I finally got it rented in August 2009 after suffering from a tenant hired by the previous staff of Jack Tickle Company, which did not pay up to \$14,000 k in rents. I had to take over the management and evicted the said tenant, the court decided a final judgment of said amount to be paid by the tenant, but until now did not even pay a dime. This is the start of my struggle in 2008. On January 29, 2009 I got laid off from Washington Mutual as a Software Engineer. I lost about \$4,100 in monthly job income:

Then on July 2009, my husband suffered from a Ischemic stroke. He is on long term disability at the moment, he is improving, however, our income got reduced furthermore until this coming month of February where Long Term Disability got approved and he should be receiving 60% of her current grass income.

In August, I finally was able to rent it to a preferred tenant for \$1,025 and they have been paying on time. I would like to seek your help since you are the Trustee to please allow me to keep this home because the bank does not want to give me anymore work out and has been accusing me that I broke four(4) loan work out arrangements which were not all true. As far as I know they are circumstancial, one of them was that my husband got a cashier's check and the bank mistakenly type in a wrong loan number in the check, after I was notified I was able to correct the incident. The second was when my husband had a stroke and I did not know that they had requested some documents from me by mail to update my finances, but I was at the hospital for almost 3.5 weeks in July, on top of 2 kids that I have to take care of. When I get to the mall in August, I called Aurora Loan and they had already closed the file and did not want to work with me anymore.

The only instance that I had purposely broke was this last December 2009, I been asking the bank to explain to me why they have added so much charges, but they never got back to me, nor explain in writing what are those balloon payment. I decided to pay the regular payment that month to get their attention.

Today, I had inquired from Aurora Loan Services what I am owing in delinquencies and they fold me that I owe \$11,229,92. They said that they could not work with me anymore as again due to the accusations that I had broken four (4) loan workouts.

Please let me know Sir, what do you think I should do to keep this property. My regular

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EXHIBIT /7x.

payment is \$605 per month, and I am willing to pay the entire rent I am receiving until I get caught up which most likely within this year or even earlier.

I owned 4 other homes next to this property with Bank of America as my lender, and Bank of America had allowed me to modify all of them from Option Arm loans into 6.00% interest only.

Tam begging you Sir, as we have put our retirement money into this homes as well.

I am praying that you would give me a chance and help me stop the foredosure on February 4, 2010.

I can be reached at 901-347-0372 or my cell at 818-571-9092, my email is arthinker@yalloo.com.

Once I get back on my IT job, I should at least get caught up with all my delinquencies in a speedy manner.

Please also find my Financial Statement that will show you my proposed monthly payment that I can make my account current in a period of time. I will make more payment as I get extra per month.

My goal is to pay the delinquency of \$11,229.92 within this year and make my morthly payment current as well; I am weeding out some properties that are not performing and I already have surrendered 3 of them as of this month, Hence, I all not include them in the list of properties that I am obligated to pay anymore effective this January 2010.

Looking forward to hear from you Sir. Riesse read below my request to Aurora Loan Services and the story behind the broken workouts.

Thank you so much in advance:

Sincerely,

Lolina Porter 832 Monterey Kd Glendale, CA 91206

From: Loling Porter: <arthinker@yaheo.com>
From: Loling Porter: <arthinker@yaheo.com>
From: Loling Porter: <arthinker@yaheo.com>
To: Jason: W. Cramer: *Aurora Loan Sendes < Jason: Cramer@aurorabankfsb.com>
LiOPENOW. AURORA LOAN
*HOPENOW. Aurora Loan Sendes < Jason: Cramer@aurorabankfsb.com>
*HOPENOW. Aurora Loan Sendes

Executive Email: <a href="mailto:sendes-com"

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EXHIBIT 19

From: Paula (Paula@weiss-spider.com) To: arthinker@yahoo.com; Date: Mon, February 1, 2010-2:07:40 PM

Subject: RE: FORECLOSURE DATE is on FEB. 4, 2010 on Loans Please help I do not want to RORECLOSE this florie, but I was accused wrongly...

Ms. Porter

Our firm does not handle foreclosures on behalf of Autora Loan Services. It appears that Mr. Weissmay have been listed as the original trustee on your deed of trust when the loan was closed however, he has no vested interest in the property. You will need to confact the firm that is handling the foreclosure: Unfortunately, Mr. Weiss will not be able to help you with this matter.

Dear Mr. Weiss:

I am forwarding a letter from an attorney who dalme to represent Aurora Loan Services. Please let me knew Sir, as the Trustee of this property, If you may be able to help me not to foreclose this property.

I am counting on you Sir. This is my last resort.

Thank you so much in advance:

Sincerely,

Lolina Porter

Formarded Message —
From: Justin belser@akerman.com
To: arthinker@yahco.com
Sens: Mon. February 1, 2010 12:51:59 PM
Subject: RE: FORECLOSURE DATE is on FEB. 4, 2010 on Loand
FORECLOSE this home, but I was accused wrongly.

Ms. Porter:

As I have mentioned to you before, Aurora Loan Services has retained me to represent it concerning your loan. However, you continue to email Aurora employees despite my instruction not to contact Aurora directly as it is represented by legal coursel. Please do not send any further emails to Aurora concerning your loan. I appreciate you understanding in this regard.

I will reiterate that unfortunately you do not qualify for a loan workout or modification on this rental property in Tennessee. The reasons for this denial have been explained in prior communications. You have now presented to Aurora a mandral statement (emailed today) that you prepared after, as you describe, you feet two California properties go to foreclosure. However, this does not inqualify you for a loan workout or modification concerning this foan. Aurora is unable to confirm any of the information presented in this self-prepared mandral statement.

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EXHIBIT 17

Justin D. Balser
AKERMAN SENTERFITT UP
The Kithedge Building
511 Stagenth Street, Suite 420
Denver, Colorado 80202
303-260.7712 (Office)
303-260.7715 (Direct)
803-260.7714 (Facsimile)
Email: Justin balssr@akeman.com

www.abelman.abmi Bio | V Guid

COMPINENTIALITY NOTE: The information compiled is this training for join to be exciting a not confidential information, and is durabled not to the use of the individual or ender a mind above. Lette reaser of this pressure has the intended redificed, you are beenly notified that a provided it is individual or ender a mind above the individual of the ind

CRCUEAR 998 ROTTCE! To simply with U.S. Treasing Leparoning and RS, regulations, we are required to advise you that unless:

Approved singled difference: any U.S. finished tax advice contained to this transmittel. In 184 integrals despression to be used, and country be

and, by the poison for the purpose of the contained entire the U.S. Internal Revenue Code, or till proposing, marketing of
recommending to another purpose of the commence addressed in this committee or attachment.

Weiss Spicer Cash PLLC is a Member of the Famile Mae Retained Afformey Network (TN).

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From: Lolina Porter (antimker@yehoo.com) To: Jason Gramer@airtorabankfib.com; Date: Tue, February 2, 2010 7:13:40 AM

Subject: FORECLOSURE DATE is on FEB. 4, 2018 on Loan

Hi Jason;

It was a very exhausting new year 1st month for me. I had prayed to God and I am surrendering this property to him. I do not want to kill myself in saving this property which Aurora Loan Services does not want to modify its loan terms. I cannot bring this to my grave when I dis anyway.

I still have five(5) of them which Bank of America had "loan modified" from option and to 6% fixed. I learned how to be contented. I have attached all the Lease Agreements that is sharing walls with this property for you to see, ALS Attorney said that I am just making up the financial statement, well god knows I am not lying:

So, I don't feel comfortable giving these to ALS attorney as I do not want to give out these information to him unless I have a lawyer on my side.

I won't hire an attorney to fight for it as it would be very expensive for me at the moment. I can only hire God as my lawyer to represent me daily.

If God wants for me to keep it; then there will be a miracle. I won't huggle anymore. Whoever Ms. Alicia Flodson hired to represent Aurora Loan Services as an attorney is not going to help in anyway. He is there to defend what was written in my file record in your system even though a lot of them was not true.

Thank you Jason for reading all my emails out of frustrations. I just thought your department might still be able to help me postpone the foreclosure.

Should there he any drop of hope left, Aurora Loan is the one who knows that.

Jason, I am so sony if I had bothered you these past week and even yesterday. I am only human who was furt.

Again, thank you and may you have a wonderful day!

God bless,

Lolina.

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, 27° ¢

Rage Lof 3

From: Lolina l'orter (arthinker@yahoo.com)
To: Jason Cramer@aurorahankish.com; HOPENOW@nisorvices.com; tom.wind@alservices.com;
executivecommunications@alservines.com;
Date: Thu, January 28, 2010 12:20:09 FM
Ci:
Subject: FORECLOSURE DATE is on FEB. 4, 2010 on Loans
to FORECLOSE this home, but I was accused wrongly...

Hi Jason and to whom this may concern:

I just got a notice yesterday that this Loan.

2010. Please read my situation on how much I wanted to work something out but yet, I get accused wrongly. All I need was an explanation yet I did not get it from Ms. Alicia Hodson. Please DO NOT FORWARD this email to Ms. ALICIA HODSON, it seems she's got something against me because of what happened below.

Please help me. I don't want to let go to this property because I got a tenant renting \$1,025 per month and has been paying on time since Atigust of 2009. Prior to this date, I have been living in it for two weeks per month since I took over the management, before I took over. I had to exict a tenant who owed us \$14,800+ in rents with a court judgment as my previous property management inismanaged this property.

We really want to keep our investment property, we did not refinance it at all, we just wanted to ask the bank to help us get an affordable payments, I called your office last Monday but the customer representative refused, because according to them I broke four (4) agreements. These are not all true, 2 of them were circumstancial and the other 2 were not true; in fact, one of them was Ms. Hodson's mistake that she probably does not want to admit. Please do not contact Ms Alicia Hodson, because I think since she has something against me. I don't feel comfortable working with her. She wanted to get back at me I believe, this is how I feel at the moment.

Ms. Alicia Hodson is from Executive Committee who DENIED that I can get approved for a loan workout, other than the payment she was offering of \$2,465 per month (I thought this was ridiculous, bec. she made a mistake in entering my financial information. I wasn't agreeing to it, but she refused to modify it.). Therefore, I refused her offer, but she marked it as it was my fault. I could not believe that this property will be foreclosed soon, I prayed to God and I called the Loss Mitigation Department and then gave all my information, I got approved for \$1,876 per month and at the end of 9 months, that I will resume my regular monthly payment of \$689.00 (approx.), this was what Mr. Tony Henderson had told me over the phone. Without Ms. Hodson's knowledge, someone took my pleading seriously and took my information correctly.

When I got the Special Repayment Plan package, I was surprised because there was an additional balloon payment of \$10,000+ in the document which Mr. Tony Henderson did not even mention that it will be included.

When Ms, Hodson learned of this, I believe she got furious, I believe she has something to do

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with a balloon payment of \$10,000+ at the end of 9 payments of \$1,876 in the Special Repayment Plan package, which I was forced to sign in October 1, 2009 to avoid foreclosure scheduled on October 3, 2009, also before I signed I spoke to Mr. Jason Cramer to seek advise and he advised me to better sign it then dispute the figures, which I did.

I sent my downpayment via Western Union (attached), then I sent my first payment via FedEx to Ms. All de Hodson with a letter asking her to explain to me this confusing balloon payment and to explain to me how does this repayment plan play against my total delinquencies.

Ms. Hodson, did not post my first payment. I got a Notice two weeks after that Aurora Loan Services has not received my first payment to the Repayment Plan, hence they are closing my file. I replied with proof (attached) and had called Ms. Hodson, few days came by I never heard from Ms. Hodson if she has found the check or not. I had to do the initiative to call and verify. Anyhow, it got posted, but Ms. Hodson did not erase the record in my account that this is not my fault, hence this is marked against me as another offense.

November came no reply from her, but I still paid the \$1,876 with Cashier Check this time I send it to Loss Mitigation Dept. December came, I never heard from Ms. Hodson on my request for explanation, I decided to pay my regular monthly payment of \$654.80 to really catch her attention, because I really feel like I have been fraudulently accused and not treated unfairly.

Today, I am coming to your office because I just got the notice yesterday that my property is set to be foreclosed on February 4; 2010. I called Aurora Loan Services, and they said that according to my file, I have broken four (4) workout therefore they could not help me anymore. These accuses tions were not all true:

The accussation of Ms. Hodson that I am in deficit of -\$5,596.08 was a LIE. She did not want to correct the financial information entered into the system, it wasn't what I gave her. My file does not match what she entered (Please find attached my financial statement). According to Mr. Tony Henderson while I was on the phone with him, some thousands of dollars got entered into a CREDIT CARD field, which to my surprise I never use Credit Card since I filed for bankruptcy in 2007.

Please find attached all the documents that you might use to determine whether I am not qualified for a modification or not:

1. Porter Priancial Statement as of 01-28-2010 with Detailed Rental Income (with payment of \$1,876 per month to Aurora Loan Services) and another copy with my regular monthly payment (preferred) to Aurora Loan Services.

2. Pay Stubs (Lolina Only), for Brett pls. check the Bank Statement as it is Direct Deposited to his account, he wasn't able to get the paystub since July since he has not been back to his office since then. I have attached the July until September 2009 paystub that he got last from his co-worker that visited him at the hospital. Also, included Brett's Disability Check, I forgot to scan the latest one, so this copy is of 10-2009 pay. His LTD will kick in right after his sick time gets exhausted.

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- 3, 2 Months Bank Statements (pls. see Brett's recent Direct Deposited Sick Time Pay from LA County). His co-workers donated sick time for Brett that he should still be receiving January Sick Time Pay.
- 4. Brett's MRI Result, and Doctor's Note.
- ** Long Term Disability has been approved and he will start receiving a check towards the end of this month, I only have the approximate 60% of his current salary which would be the Long Term Disability pay = approx. \$2,265,22.

Thank you so much in advance. May GOD reveal the truth. I am crying right now for what I am getting in exchange of asking for help and some explanation of figures that I don't understand.

Sincerely,

Lolina Porter cell: 818-571-9092 email: <u>erthinker@veheo.com</u>. 12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I Pg 115 of 156

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kolina Poiter 812 Monterey Rd Glendrife, CA 91206 Murch 4, 2010

Aun: A.C., GULLESS-Shariff SHEEBY County, Countrouse 140. Adems Avening Room# 166 Memphis, TV 38103

Re: Request for reconsideration to dismiss Eviction Case filed by Auron Loon Services -Devotion Warmin # 1413388 - Court Hearing Days in March 10, 2010 69 1-30mm

Bear Sh Gilless:

Light got the eviction notice today first my tenant. March 4. 2010, and an terponding with the Lease Agreement and Recolpts of my tenant. They are field up in educated up to April 30, 2010. Vississ find eachosed my tenant's Lease Agreement and their copies of Real Receipts.

They were holping me to pay in advance or that Among Long Services won't foresting the body on its. Among Long Services and these body on the Among Long Services of 1,80th permount in the fortherappe agreeming however, Auford Long water more which I could not possibly affect where giving them all what I had given. The Autora Long Services (a.k.a. Lehman Brinders) has been markless on my stantion drophes my request for form modification due to the ultress of my husband, the government has highest this company with inspectant many, yet his according to providing bonowers like us; cannot allow to him a lawyer to represent my rights, so I just let God be my lawyer and let go of this popperty.

That a difficult star has year (stan Egif told off-from work and then 6 migutes offer my husband sufficial from feeleralic groks. Lear currently is Callifyide laking case of my husband while driving him to do not supplifying and distant and other case of my two kills 8 & 2.

I am amoughing for my self kerbavel in Thi towards the last week of April so that I can help my reman to move on or before May 4, 2010. They have kids but they agreed to move 12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I Pg 116 of 156

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> Aim: A.C. Gilless - Sherift March 4, 2010 Fogs 2

and I will help them mayors, well as first my responsibility. They me a very good count, and I don't want them to be involved in something that is not institute.

his husband. Brent fords less clisability and Lan cuircully taking cute of him. All I am refrestull is to extrastituate an elikan lanns to pelibera tassere broke brokesty mittout

I apologize that my bistorial and investif won't be able to around the Court libering date to which 10, 2010. We division at 1.30500 date to his illness. I cannot afford in hire an alternate to represent us, but pointly understanding if my topain has a boundable lease agreement that they abound not be pilt out for eviction. Please correct me if my understanding is into or not. All I would like to ask is somethine for me to get sometime to can for my humband so I can grange to have I for the size to overde the end of April

Treally would like to seek your begutell, understanding on our situation Sin please sand follyour mall to my mailting address to Lolina Partier in \$32 Monterey Rd. Clendule, CA 91206, my cell phone is \$13-371-9692, my count in <u>analytic alternation count</u>.

Sincresty.

Previous owner of 6131 Woodsteek View Dr. Millington, TN 38053 Cell: \$18:571-9092

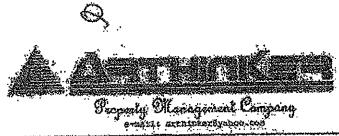
Empile policiker@valud.com-

Cc: Tengar

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THIBIT 19



Traditional - Electronical Statement - Continuous - You black the

PARTIES:

LANDLING Arthicker Property Management Alchen Burker

TYPIANT(S) PORRY FIELDS and SUCONE FIELDS

PROPERTY APDRESS: 6131 Toolesch Vien Dr. Weington, IN 16653

I. RESTAL AMOUNT: Conserving bits 1,5002. TENANT agrees to pay LANDLOND the same of SLEED per around in advance on the 12 day of each colonder month. Said round payment shall be delivered by TENANT to LANDLOND as the designated agent to the following incation and payable to:

Anticipator Processis in Americanes Co 872 Michigan (Mi. 1808) (CA 1872)

A CHARTEN DEPOSETS. TENANT shall depose was bestored in sum of a MALIL of a security deposit to be one TRICANTS shalled performance of the issue of this lease. The security deposit which is because of this lease. The security deposit which is to be provided the provided of the TENANTS have vectored, beving the provided purposes special, the LAMESCAS may use the deposit for the Carlot of the provided on confidence and any man or other amounts owned pursuent to the lease and their generalist or pursuent to Carlot Carlot Season 1930.5. TENANT suppose use and deposit for some approximation of the lease. While It days of the TENANT wendow the deposit for some deposits for a supposit formal training the lease. While It days of the TENANT was also the provided and the lease of the TENANT. It TENANT so is in function a from the second deposit and minimize the behind to the TENANT. It TENANT so is in function to from the leased provided primary deposit and minimize the behind to the lease of the tenant and any second primary deposit and minimize the behind to the leased provided.

4. DESTRAL PAYSERY: TSUART shall pay the first much can of \$1,025,00 and the security deposit to the minute of \$1,000,000 for a total of \$2,000,000. Said paybook shall be made to the fram of the or middle's check and in all does poor to troup any.

William William Control of Control Con

Kapp

EXHBIT 19

6. OCCAMANTS: The posmiss are realed for residential purposes only and shall now be excepted by any possess other than those destroyled above as TENANT with the exception of the following named persons:

ILANDLORD, with whiten consent allows for additional persons to occupy the premises, the partishall be increased by Tibli for each auch person. Any person strying 14 days completive or loases, whitens the LANDLORD'S written consent, shall be considered as occupying the premises in violation of this Agreement.

- 6. SUBLECTIVE OR ASSIGNMENTENANT spices not to assign or subtre the premises, or say pain thereof, without that absorbing syntem generalists from LANDA OSD.
- 7. UTILITIES: TINANT shall pay for all utilities and of services supplied to the premises with the following exception. Your Ministrance.
- 2. PARKINGS TEMART _ is not X is (check one) sprigned a parking space. It essigned a parking space it chall be designed as space if Coursel Two Car Greate with Replete Control. TEMART may only pork a vehicle that is regionally in the TEMART space is itself that not need assign, substitute allow may enter person to use this price. This space is itself that was not assign, substitute of passenger automobiles by the TEMART. No other type of vehicles of man may be stored in this space without price written consent of LANDLOED. TEMART may not work, repair, or princip this space or it any other common such on the greatest. Only related that we approximate and contently registered in the State of Temasper may park in this space. Any related that is leaking any substitute much special one to parked anywhere on the promises.
- A. CONDITION OF PRESIDERS: THINANT action leaders that he presides have been impreced. Termit administration in the president in the president in the president and approximate the incomplete verifies eater. Thinant presides to keep the president in a next and couldn't condition and to bound the president verifies and the president of the president problems building the president and the president problems are the president of any state acceptable of a problem in the president problems of the problems.
- 10. ALTERIATIONS: TRUGET shall not rooks any abstractions to the practices, including but not limited to installing secials, lighting fixtness, distancibers, weating meetings, depens on other beneficial first obtaining mattern permission from LANDLOHIS. THEANT shall not discount or install looks paint, or wallpaper said permission when LANDLOHIS prior values are except, TENANT shall not played, agree, or other equivits in a window or any other place where they can be viewed by other positions or by the general public. TENANT shall not since say object on the property outside of the cont.

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SSOT Wasaning Visik D Militarion, TN 35053 Proces (SSI) 3-17-3572 ett Marierer På Greene, GA USBA Photo (318) 671-8042 12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I Pg 119 of 156

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EXHIBIT 19

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II. LATE CHARGEMAN CHICKEN The potter agree that it would be imprecised or extremely difficult to fix the actual demagn incurred by the LANEN ORLY the TENANT falls to very fix rest binely. An administrative energy which is related to extremity and extending for the lass payment, will be excessed at the rate of \$1.00 per day for no more than 20 days from the describe late for began. The late obegan will commence the day after the near is due. The parties further agree that the non-photoc into obegan will be considered endeave endeave, in may least proceeding, that releasesting actual demagn would be imprecised and enternely difficult to fix. Furthermore, the late for assessed above, is combined evidence in two least proceeding that it is a resonable administrative even if you had a proceeding that it is a resonable administrative even if you had not conditive in two least or for Pay Rem or Order, TENANT must fander each or conditive their days, is TENANT to be indicated as the conditive transfer a their facts of the second of the continue will replace to the proceeding that there payments. This shall commiss until TENANT shall only bender cash or excluded from LANITACED, in addition, TENANT shall be lighted in the sum of \$15 for each class that is removed to LANITACED because the check has been dishonated. A fee of \$50 will be becaused each time a the Landent is required to serve a 3 bay incline to pay the Remarks to the Tenant's failure to pay tent timely.

12. NOTES AND DESCRIPTIVE ACTIVITIES. TENANT or bisher quests and invites shall not altered, aming, and engage or inconvenience other tenants of the indicing mighton, the LARDLORD or bis agent, or workered not violate any long, are common for penalt visits or indicate in or about the problem. Further, TENANT shall not so or keep mighting it of about the penalty that will obstant the public tractes available to other residents. Lounging or management believing on the front step, public believing or the common believers that indicates with the convenience of other residents is included.

13. LADRIA CORD'S RECEIVE OF PRITEY: LARRICORD may enter and inspect the premises during mental brishops house and appropriate action in Section for TENANT.

LANNI CARD is promised to make all interpolons, regules and maintenance that in LANDI CARDS, indicated in make all indicates and maintenance that in LANDI CARDS, indicated in maintenance to the indicates are purchased to come section in the configuration of the configura

14. BUPANIS. BY LANDLORD: Where a report is the responsibility of the LANDLORD. TEMANY meet only LANDLORD with a vertice units eating what hem needs servicing or report TEMANY meet give LANDLORD a responsible of perticularly to service or report said hem. TEMANY extended by the first said needs whither the printing to service out service of LANDLORD giving LANDLORD a presentable time to first and hem writing in the meaning of Chall Code Section 1942 Under no chromospaces pay TEMANY withhold rept unless said hem constitutes a substantial breach of the warrance of habitability as stated in Cost of Chall Proceeding Section 1174.3.

15. PENS: No dog cat blist ligh or other demostic pet or coloral of my kind may be kept on or about the premises without LANDLOND'S verteen consequ

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EXHIBIT 19

is former was built in 1973 or least TENANT may possess a waterfeet if he maximize versions was built in 1973 or least TENANT may possess a waterfeet if he maximize versions institutes version in the proof of said institutes version at 1973 or least TENANT must furnish LANDLOND with proof of said institutes. TENANT must use bedding that complicate with the load expectity of the maximization is edifficult. TENANT must also be in full complicate with the load expectity of the maximization of the complicate with the load expectity of the maximization of the proof of the pro

17. INSTREMENT: TENANT may maintain a personal property insprants policy to cover my losses sustained to TENANT'S personal property or vehicle. It is acknowledged that LANDLORD does not maintain this bisancies to cover personal property dismage or loss caused by life, their, min, water maintain this bisancies to cover personal property dismage or loss caused by life, their, min, water maintain this bisancies acts of GOD; and/or any other causes. It is acknowledged that LANDLORD is not liable for these occurrences. It is acknowledged that TENANT'S insurance philosy shall be a indendnify TENANT for any losses insuranced TENANT'S fallon to minimize and policy shall be a complete whiter of TENANT'S right to seek distances against LANDLORD for the shore sized losses. The parties acknowledge that the premises are not to be considered a security building which would hold LANDLORD for a higher degree of care.

in terminature of leasemental acheromist. If the less is been one food from pursual topics from the residence of sold from the less shall be much to be sold to be so

19. NOTE CITALETE BERACIE DE RESTEAL ACRESIANTE É étail le considered à concurable busch es fais réalet extrement, minin du mension de Code de Civil Presentay 1161, subsculon à il termination del fais content when due, three times in any 12 monda period. No codes of these delimination and he served on the trient.

20. POSSESSION: If premiers cannot be delivered to TENANT of the agreed date does to less total or patible desiration of the primities, or failure of previous TENANT to passes, ether party that terminates this agreement upon visited points to the other party at their less known address. It is acknowledged that either party shall have no litability to each other careful that all some paid to LANDLORD with be impediately reduced to TENANT.

21. ARAPPONETENT: It shall be deeped a resemble belief by the LANDLORII that an abadeousest of the precises has occased where the within the neutring of Civil Code Section 1951-2, where can him been supply for 14 consecutive days and the TribleTT has been absent from unit for 14 consecutive days. In that even, LANDLORIZ may serve written action pursuant to Civil Code Section 1951-2. If TENANT days not comply with the requirements of said neutre in 18 days, the premises shall be deemed abandoned.

22. WAIVER: LANDI ORD'S fellow in require compliance with the coefficient of this appearant, or to currence my right provided homin; shall not be decided a univer by LANDI ORD'S of undecondition or right LANDI ORD'S acceptance of rest with knowledge of tory definit, under appearant by TENANT shall not be desired a waiver of sink default, nor shall it limit LANDI ORD'S rights with respect to that or any subsequent right. It is finally supposed between the profess that the property of cast examp time shall not be a variety to any Coll. A WICL DEFAULT action unless LANDI ORD in writing specifically colorantedges that this exaction is a waiver to the UPLAWFUL DEFAULT action.

STORY (SOUTH AND DAY DAY AND D

sti (bring fid Geogle, CA 81206 Processes 671 6012 Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 118 of 157 PageID 127

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EXHIBIT 19

23. VALIDATY/SEVERABILITY: Hopp provision of this againment is held to be invalid; such invalidity shall not affect the validity of enforcement of any enterpoint of this agreement.

24. ATTENTINEY FEES: In the event scrion is brought by any party to enforce my ferms of this application or to recover possession of the potenties; the prevailing party shall recover from the other party responsible attorney fees. It is echnomicated, between the parties, that jury trials regularing nurses the costs of any literation between the parties. It is almost department the parties in a longer length of this to supplicate the commency. On this basis, all parties waive their rights to have any matter could by jury trials.

14. NOTITUES: All policy to the prime shall be desired sorred upon minding by the class scale, eddnessed to the remain of the collect premises of open personal delivery to the premises whether or not Tenant is accordy present at the fine of sold delivery. All soldies to the landout stall be covered by mailing fast electrons and or by personal delivery to the manager's speciment of the

Arthinism Transcrip Mesiani mast Co. 831 Moniesey Vd. Glenhale, CA 91211

26. PRESSURAL PROPERTY OF TEMANT: Chec TEMANT consist the parties, all personal property left in the unit shall be except by the LASTILORD for TE days. If which their incer period, TEMANT does not claim said property, LASTILORD may depast of said incers in any manner LASTILORD charges of said incers in any manner.

The approximate result will be a construction of the least state of the construction o

IS. APPLICATION: All comments in TENAMI'S supplication must be true or this will consider a motival locacity of this locac.

29. Lead Wayning Scapement: Mousing built beline 1978 may contain lead-issued paint. Lead from raint, point chips and dust post health bismile if not messaged property. Lead exposint is expecially barniful to policy children and program visuant. Hefere earling two 1978 housing, LANDLINGS must disclose the presence of known lead based relaterable leads properties in the deciling.

THE LANDLE must also receive a federally approved percollet on treat policining revenues.

LANDIADES Dischause (Initial where appropriate)

X LANDI ORD has no impossing of lead-tests pulsaring to lead-based point describ in the primities. LANDI ORD has no reposts or resords primiting to lead-based point god/or lead-based pulsaring in the premises.

See Attached. (A separate firm is allocked disclosing LANDLORD as information.)

TENANTS Acknowledges at TENANT his isocired the pumphlet Project Your Parally From Lead
in Your House. TENANT agrees to preceptly notify LANDLORD in writing of any deteriorated
and/or pushing point.

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EXHIBIT 19

30. ENTERE ACREEMENT: The foregoing agreement, including any anachment incorporated by reference, constitue the cultic agreement between the parties and agreements any cital or written representations or agreements that may have been made by cluter party. Further, TENANT represents that TPNANT his reflection to the TPNANT has reflect solely on TRNANT'S judgment in entering but the agreement. TRNANT acknowledges having been publical to consult with independent logal counsel before entering bline this agreement and have been publicated according to the TENANT in according to white such representation and advice. TENANT acknowledges that TENANT has read and undependent this agreement and has been foundated a displicate original.

34. Additional image. X: (Non article interesting) that matching at most be also by all parties in by allific in

Per request of the regent left, and More Fields, the security densels of \$1.290.95 will be paid on an interest of the regent of \$1.200. The Landford Density resources perfect security described of at least \$775.00 prior to make in date of \$100). 2009 and that the remaining security deposit of \$1.255.00 he paid on or destroy September 1, 2009.

Notice Pursuant to Section 290-66 of the Penul Code, information about specified registered and offenders include synthetic to the public via an imprincit Web site maintained by the Department of further at movementables on gov. Department of suchers at movementables on the Department of the later at the public of the public of the offender resides on the community of residence and 200 Code in which his conference.

LANDLORDIAGENT 1/24/11 DAT

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(12 Nicros) St Charles, CA VICE Plane (619) 571-502 12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I Pg 123 of 156 Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 120 of 157 PageID 129

Tom Leathprycool, Shielby County Register of Deeds: Instr. # 05126412



EXMENTIA O Countivorte

Tom Leatherwood Shelby County Register

As evidenced by the instrument number shown below, this decument has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

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Tem Leelherwood, Shelby County Register of Deeds: Instr. # 05126412

Data 10: 301

Lean No: Borrower: LOLINA M PORTER m-05-470

This instrument was prepared by: Middleberg, Riddle & Glodna 717 N. Harvood, Suite 2490 Calles, TX 75201

Reium igi Homecomings financial netvork, inc. one meridian crossing, #160 minneapolis, my 5343

(Space Above This Unit For Reducing Date)

DEED OF TRUST MIN: 100902604242539049

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A). Security instrument means this document, which is dated July 27, 2005, together with all Riders to this document.
- (B) "Borrower" to LOLINA M PORTER, Borrower to the trustor under this Security histrament.
- (C) "Lender" is HOMECOMINGS FINANCIAL METWORK, INC. Lender ise Corporation organized and existing under the laws of the State of DBLAWARE. Lender's address is 2101 Resignal Suite 168W, CHARLOTTEL NG 28211.
- (D) "Trustee" Is ARNONED M. WEISS, E resident of 208 ADAMS AVENUE, MEMPHIS, TENNESSEE 38103; SILVING UDLAND, TAINALAGE.
- (D) "MERS" is Morigage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of PQ. Box 2026, Flim, MI 48501-2020, tel. (488) 670-MERS.
- (F) "Note" means the promissory note signed by Borrower and dated Faty 27, 2005. The Note states that Borrower over Lender OME HUNDRED TWENTY TWO THOUSAND FOUR HUNDRED and WO/100—Dollars (U.S. & 122,400,00) plus interest. Borrower lies promised to pay this debt in regular Periodic Psyments and to pay the debt in full not later than August 1, 2035. The maximum principal indebtedness for Tennessee responding tay purposes is \$ 122,400,00.
- (9). "Property" means the property that is described below under the beauting "transfer of Rights in the Property.
- (11) "Logis" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (f) "Riddis" means all Riders to this Scounty Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

| X | Athistable Rate Rider |
|---|--|
| Ö | Adjustable Rate Rider Balloon Rider |
| | 21. 2 ZX 120 220 a. |

Condominum Rider Planned Unit Development Rider

Cl. Second Home Rider

1-4 Hamily Rider Other(s) [specify]

Biveekly Payment Rider

Tom Leelherwood, Shelby County Register of Deeds: Instr. # 05126412

EXHIBIT 20

Loan No.

Data 1D: 301

- (J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ofdinances and administrative roles and orders (that have the effect of law) as well as all applicable. Ities, port-appealable judicies opinions.
- (K). "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges, that are imposed on Borrower or the Property by a condominium association, homeowners experiment or similar organization.
- (L) "Electronic Fonds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument; which is initiated through an electronic terminal, telephonic instrument; computer, or magnetic tape so as to order; instruct, or authorize a financial institution to the or credit an account. Such term includes, but is not limited to, point of sale transfers, automated teller machine transfers, and automated elearingliouse transfers.
- (hi) "Exercise flomes" mosos chiese trons that are described in Section 3.
- (N) "Miscellaneous Proceeds" means any compensation; setuentent, award of damages, or proceeds paid by any third party (other than instrance proceeds paid under tile coverages described in Section 5) for (i) damage to, or destruction of, the Property; (ii) condemnation of other taking of all or any part of the Property; (iii) conveyance in lieu of madenmation; or (iv) interepresentations of, or omissions as to, the value and/or condition of the Property.
- (O) "Mortgage lasurance" means insurance protecting Lender against the nonpayment of or delault on the Loan.
- (P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Nijus, plus (ii) any motions under Section 3 of this Security Instrument.
- (0) "RESPA" means the Rent Estate Settlement Procedures Act (12 U.S.C. \$250) at step) and its implementing regulation, Regulation X (24 C.R. Pare 3500); as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage load" under RESPA.
- (B) "Specieur to Lucrest of Recrower" means any party that has taken this to the Froperty, whether or not less party has assumed Borrower's obligations under the Note and/or this Scounly Instrument.

transfer of bights by the property

The beneficiary of this Security Instrument is MERS (solely as nominea for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender (1) the repayment of the Loan, and all renewals, extensions and modifications of the Notes and (11) the performance of Borrower's coverants and agreements under this Security Instrument and the Notes: For this purpose, Borrower previously grants and conveys to Inside, in trust, with power of sale, the following described property located in the County of SHELBY)

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

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Tom Leatherwood, Shelby County Register of Deeds: Instr. #05126412

EXHBIT 20

Loan No:

Data (D: 301

which currently has the address of 6131 WOODSTOCK VIEW DRIVE,

MILLINGTON, TENNESSEE

("Property Address"):

TO HAVE AND TO HOLD, the aforestrained property together with all the bereitisments and appartenances thereunto belonging to, or in anywise appartenance, unto the Trustee, its successors in trust and assigns, in less simple forever.

TOCISTIFIER WITH all the improvements now or hereafter erected on the property, and all exsements, applittenances, and rittores now of hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property". Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, it necessary to comply with law or distorm MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of these interests, including, but not limited to, the right to foreclose and sell the Property and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Romover is laudily selsed of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is intensemblered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property sealust all claims and domains, subject to any encumbrances of record:

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with immed variations by presdiction to constitute a uniform security instrument covering real property.

CONFORM COVENANTS. Borrower and Leinlar covenant and agree as follows:

1. Payment of Principal, Interest, Rarrow Hears, Prepayment Charges, and Lafe Charges. Borrower shall pay when due the principal of, and Interest of, the date chileneed by the Potes and any prepayment changes and late charges due under the Note. Borrower shall also pay funds, for History Interest charges and late charges due under the Note. Borrower shall also pay funds, for History Interest of the Note and this Security Instrument shall be made in U.S. currouse. However, it any check of gother instrument received by Lender may require that any or all subsequent payments due under the Note and this Security Instrument under the Note of the Security Instrument is returned to Lender the High of the Potential of the Check that check instrument payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender (a) cash (b) moder order; (c) certified offerth, bath check interester's check or cashler's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agreety, instrumentality, or chilty, or (d) Electronic Fund in the Note of a such affect location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment of partial payment is sufficient to bring the Loan, current, Lender they accept any payment or partial payment in the future, but Lender is not children to apply when the cone, current without waiver of any return handler or negative to its rights to reduce such payment or partial payments in the future, but Lender is and children from the such payment is applied fonds until Borrower makes payment to they the Loan current. It Borrower makes payment to they the Loan current. It Borrower makes payment to they the Loan current. It Borrower makes payment to they the Loan current is despite the Note of the control and applied to each Payment in the olde

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Tom Lealiserwood, Shelby County Register of Deeds: Instr. # 05126412

EXHIBIT 20

Loan No.

Data ID: 301

3. Funds for Escrew Items: Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of annunts, slue fort (a) taxes and assessments and other items which ean attain putority over this Security Instrument as a lien, or encumbrance on the Property, (b) leasehold payments or ground remis on the Property, (I any, (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At originalization or at any time during the term of the Loan, Lender may require that Community Association Dues, Pees, and Assessments, if any, beterrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly formen to Lender all notices of amounts to be paid under this Section. Borrower shall pry Lender the Funds for Escrow Items at any time. Any such waves may only is in writing. In the even of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender may require. Borrower's obligation to make such payment of Funds has been waived by Lender and, if Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement copilatined in this Security Instrument, as the phrase "covenant and agreement copilatined in this Security Instrument, as the phrase "covenant and agreement copilatined in this Security Instrument, as the phrase "covenant and agreement copilatined in this Security Instrument, as the phrase "covenant and agreement copilatined in this Security Instrument, as the phrase "covenant and agreement copilatined in this Security Instrument, as the phrase "covenant and agreement copilation has proved the major and pay such amount, that are then rejude to any or all Escrow

open short revocation. Borrower shall pay to Lender all rains, and in such amounts, that are then required under this section 3.

Lender may, at any time, collect and hold Punds in an amount of Sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall, he held in an institution whose deposits are insured by a federal agency, instrumentallity, or entity fincheding Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall not charge Borrower for kolding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law requires interest to be paid on the Funds. Lender shall not be required to pay Borrower any ancrest or earnings on the Runds. Borrower and Lender can agree in writing to pay Borrower any ancrest or earnings on the Runds. Borrower and Lender shall not be required to pay Borrower any ancrest or earnings on the Runds. Borrower and Lender can agree in writing to pay Borrower any ancrest or earnings on the Runds. Borrower and Lender than the payers, that interest chall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall not be successary to make up the deficiency of Funds held in escrow, as defined under RESPA, but in no more than 12 mountly payments.

mouthly payments.

Upon gayment in full of all sums secured by this Security Instrument, Lender stiall promptly refund to Borrower any Funds held by Londer.

4. Chargest Liens. Borrower shall may all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground reals on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement, (b) contests the lien in good fath by, or defends against enforcement of the lien in legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while these proceedings which in Lender's opinion operate to prevent the enforcement of the lien while these proceedings which in Lender's opinion operate to prevent the enforcement of the lien while these proceedings are petiting, but only until such proceedings are concluded; or (o) secures from the holder of the lien or agreement substactory to Londer subordinating the lien to this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given. Borrower shall satisfy the lien or take one or more of the actions set forth above in this Security.

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EXILIBIT 20

Loan No:

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5. Projecty insurance. Borrower shall keep the improvements now existing or hereafter creeted on the Property insured against loss by fire; hazards including within lite term "extended coverage," and any other hazards including, but not limited to, cartiquates and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires purpose to the providing the term of the Loan. The insurance carrier providing the haupance shall be chosen by corrieves subject to Lender's right to disapprove Borrower's choics, which right shall not be exercised unreasonably. Lender may require Borrower actives and tracking sorcies; or (b) a one-time charge for flood zone determination and craftination express such subsequences for flood zone determination and excilination express such subsequences for flood zone determination and excilination express such subsequences for flood zone determination and excilination express such subsequences for flood zone determination and excilination express such subsequences for flood zone determination and excilination express such subsequences of the flood zone determination of confidention. Borrower shall also be responsible for the payment of any flood zone determination resulting from an objection by Borrower.

If Borrower falls to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's excess. Lender is under no obligation to private any particular type or amount of coverage. Therefore; such coverage, shall cover, todder, him high or ninght not protect Borrower. Borrower's equiry in the Property, or the contents of the Property, against any risk, lazard or liability and might provide giralist on leaser coverage, shall cover acknowledges that the cost of the institutes coverage, shall cover acknowledges that the cost of the institutes coverage, so domined a shall be payable, with such interest, upon notice from

In the event of loss, Bortower shall give prompty indice to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Bortower. Unless Lender and Bortower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property. If the restoration or repair is economically leasible and Lender's security is not lessence. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's substantion, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the regains and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires inverse to be paid on such insurance proceeds, Lender shall not be required to pay Bortower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Bortower shall not be paid out of the insurance proceeds and shall be the sole obligation of Rortower. If the restoration or repair is not economically feasible or Lender's security would be bessened, the law insurance proceeds shall be applied in the order provided for in Section 2.

If Bortower abandons the Property, Londer may file, negociate and settle any available insurance if Bortower abandons the Property, Londer may file, negociate and settle any available insurance.

Section 2.

If Borrower abandons the Property, Londer may file, negotiate and sattle any available insurance claim and related matters. If Borrower toes not respond within 30 days to a notice from Lender that the first fance earlier has offered to settle a claim, then Lender may negotiate and sattle the claim. The 30-day period will begin when the notice is given. In althor event, or it Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amount unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of uncarned premiums paid by Borrower's onder all insurance policies covering the Property, insolar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or rostore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then the

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence vittin 50 days after the execution of this Security Instrument and shall continue to occupa the Property as Borrower's principal residence for at least one year after the dute of occupancy; unless

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7. Preservation, Maintenance and Protection of the Property: Laspeations. Borrower shall not destroy, damage or impair the Property, allow the Property to desertorate or commit maste on the Property. Whether or not Borrower is residing to the Property. Borrower shall maintain the Property in order its prevent the Property from detectoraling or decreasing in value due to its condition. Unless it is determined partiant to Section 5 that repair or restoration is not economically feasible. Borrower shall primpuly repair the Property if damaged to avoid further detectoration or damage. It instrance or condomnation proceeds are paid in connection with damage, to, or the taking of the Property, Borrower shall be responsible for repairing or restoring the Property only if Lendar has refused proceeds for such purposes. Lender may disturbe proceeds for the repairs and restoration in a single payment or in a series of progress payment as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restoration.

Lender or its agent may inske regionable entries upon and inspections of the Property. It is has reasonable cause. Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notics at the time of or prior to such an interior inspection specifying such reasonable cause. 7. Preservation, Maintenance and Protection of the Property: Inspections. Borrower shall not

give Borrower sties at the time of or prior to such an interior inspection specifying such reasonable cases.

8. Borrower's Lean Application. Betrower shall be in default it during the Lean application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent, gave maiorially false, misleading, or inaccorate information or statements to Lender for failed to provide Lender with material information in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Profection of Lender's histerest in the Property and Rights Under this Security Instrument. If (4) Borrower fails to perform the covenants and agreements contended in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in this Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or fortature, for enforcement of a sien which may study priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is feasonable or appropriate to prover Lender's interest in the Property and securing and/or regaining the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a flen which has priority over this Security Instrument; (b) appleaning in contributed to, entering the Property to make repair, change locks, replace or force to protect the Security Instrument including in securing the Property includes, but is not limited to; entering the Property to make repairs, change locks, replace or possessing the decimal contributed to, entering the Property to make repairs, change locks, replace or possessing the sum is not limited to; entering the Property to make repairs, change locks, replace or beard up door and windows, drain water from

secures by this security instrument increase amounts shall out interest at the reader to Borrower requesting payment.

If this security instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Morrower shall pay the premiums required the maintain the Morroage Insurance in effect. If, for any reason, the Morroage Insurance coverage required by Lender coases to be available from the mortgage listurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Morroage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Morroage Insurance previously in effect, as a cost substantially equivalent to the cost to Borrower of the Morroage Insurance previously in effect, from an alternate morroage insurance spleaced by Lender. It substantially equivalent Morroage Insurance coverage coverage is not available. Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage cased to be in effect. Lender will accept, use and return these payments as a non-refundable loss reserve in lian of Morroage Insurance. Such loss reserve shall be non-refundable, not distanting the fact that the Lozar is ultimately paid in full, and Londer shall not be required to pay Borrower any interest or exprises on such loss reserve was required to make separately designated payments toward the premiums for Morroage instrumer. Borrower shall pay the premiums required to make separately designated payments toward the premiums for Morroage instrumer. Borrower shall pay the premiums required to make and to make separately designated payments toward the premiums for Morroage instrumer. Borrower shall pay the premiums required to maintain Morroage insurance in effect, or to provide a minument o

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Mortgage Insurance reinforces Lender (or any entity, that purchases the Note) for certain losses. it may incur it Horrower does not repay the Loan as agreed. Borrower is not a party to the Mostgage

in may hear if Rorrower does not cepty the Loan as agreed. Borrower is not a party to the Morigage Insurance.

Mortgage insurers coalizate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that skare or modify their risk, or reduce losses. These agreements are on terms and conditions that are substactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds cheaned from Mortgage insurance premiums).

As a result of these agreements, Leader, any purchaser of the Note, another insurer, any relusarer, any other entity, or any attliance of any of the foregoing may receive (directly or indirectly) amoines that derive from (or might be characterized at) a portion of Botrower's payments for Mortgage Insurance, in exchange for starting or modifying the mortgage insurers inserts or for inducing losses. If such agreement provides that an affiliate of Leader takes a share of the insurer's risk in exchange for starting or modifying the mortgage insurance in growing for starting or modifying the mortgage insurance in exchange for starting or modifying the mortgage insurance in the premiums push to the humor, the arrangement is often termed captive reinsurance." Purthers (a) Any such agreements will not affect the amoints that Borrower has greed to pay for Mortgage Insurance, or any other terms of the Ioan. Such agreements will not hierers the amount. Borrower will one for the Mortgage Insurance ander the Romeowiters Protection and the Borrower has "I any "with respect to the Mortgage Insurance under the Romeowiters Protection and of the Mortgage Insurance to have the Mortgage Insurance and the Mortgage Insurance to have the

Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellangues Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess if any, paid to Borrower.

In the event of a partial taking destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value of the Property immediately before the partial taking, destruction, or loss in value unless Borrower and Lender otherwise agree in writing the sums secured by this Security Instrument unmediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing the sums secured by this Security Instrument agree in writing the multiplied by the following martion: (a) the total angunt of the sums secured immediately before the multiplied by the following machine: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Bonower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property in much taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, anders Borrower and Lender otherwise agree in writing, the Miscillaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. If the Property is attendoned by Rogrower, or it, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized the collect and apply the Miscellaneous Proceeds either to reconstitute of repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that ower Borrower Miscellaneous Proceeds of the party against whom Borrower has a right of action in desail to Miscellaneous Proceeds of the party against whom

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Portrowèr shell be in default if any action or proceeding, whether chil or criminal, is begun that, in Londer's judgment, could result in furfeitings of the Property or other material languintent of Leitler's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if seederation has noursed, related as provided it Security. In you can get a deator or proceeding to be dismissed with a ruling than, in Londer's tedgment, produce fortioner of the Property or other material instrument. The proceeds of any superior or claims in the Property or the property instrument. The proceeds of any superior or claims for the property of the property instrument. The proceeds of any superior or claims for the property of the property instrument. The property of the property as the control of produce the property in the property of any Successor in Interest of Borrower shall not be required to commence proceedings against any subjects or in the sums second by this Security instrument by reason of day demand induced by the original Borrower's origination of the sums second by this Security instrument by reason of day demand induced by the original Borrower's origination of the sums second by this Security instrument by reason of day demand induced by the property in the property of the propert

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16. Governing Law Severability Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might exhibiting or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a probabilion against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument; (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the slegular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

to take any action.

1). Borrowers Copy. Borrower shall be given one copy of the Note and of this Security

Instrument.

IS. Transfer of the Property or a Rensiteful Interest in Borrisser. As used in this Section 18, Universit in the Property means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bould for deed, contract for deed, installment sales contract or deed, installment sales contract or excover agreement, the inient of which is the transfer of this by Horrower at a future denoted in the contract of the by Horrower at a future denoted in the contract of the to a porchisor.

contract of acrow agreement, the intent of which is the transfer of title by Borrower at a future date to a partitiser.

If all or any pairt of the Property of any linerest in the Property is sold or transferred of if Borrower is not a statural person and a boneficial interest in Borrower is sold or transferred) without louder's prior written consent, Lender may require immediate payment in full of all simils secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibiled by Applicable Law.

If Lender creates: this option, Lender shall give Berrower notice of acceleration. The notice shall provide a verted of not less than 30 days from the date the notice is given in accordance with Security Joshich which Borrower mist pay all soms secured by this Security Instrument. If Borrower foils to pay these same prior to the expiration of this period. Lender may insole any remedies permitted by this Security Instrument without forther notice or demand on Borrower.

19. Borrower's Right is Rebistante After Acceleration. If Borrower meets certain conditions, Borrower's shall have the right to have enforcement of this Security Instrument and the romaination of the Repletity plusional it any power of safe contained in this Security Instrument. (b) such other period as Applicable Law night specify for the formination of Borrower's right to remaining of the Repletity plusional it any power of safe contained in this Security Instrument and the Note as if no acceleration had occurred. (b) crues any default of any other loss incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and let lakes such action as Lender in a reforming this Security Instrument, and let lakes such action as Lender in reforming this Security Instrument in the Emperty and rights under this Security Instrument, and Borrower's obligation to pay the sense secured by this Security Instrument, and Borrower's obligation to pay the sense secured

acceleration had occurred. However, mis right to remain and the provider of a partial interest in the Note (togather with this Security Instrument) can be sold one or more times without prior notice to Borrover. A sale might result in accepte in the entity (known as the Loan Servicer) that collect benever. A sale might result in a charge in the entity (known as the Loan Servicer) that collect reviole Payments due under the Note and this Security instrument and performs other mortgage ban servicing obligations under the Note, this Security instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Benower will be given written notice of the change which will state the name and address of the new Loan Service, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Service or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser unless otherwise provided by the Note purchaser unless otherwise provided

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Neither Borrower for Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the momber of a class) that arises from the other party; actions purquent to this Security Instrument, until such Borrower of Lender has notified the other party (with such and in the other party (with such notites given in compliance with the requirements of Section 1.9) of such alleged breach and afforded the other party hereto a reasonable period after the group of such notice to these corrective action. If Applicable Law provides a time period which must elense before certain action can be taken, that fines period will be deemed to be reasonable for partyces of this paragraph. The notice of acceleration and opportunity to ever given to Borrower pulsatum to Section 2.2 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deeined to satisfy the notice and opportunity to take corrective action provisions of the Section 20.

21. Hazardous Substances. As used in this Section 21. (a) "Hezardous Substances" are those substances defined as foste or hazardous substances, oplications, or vastes by Environmental Law and the following substances: gosoline, kertisene, other Hamanable or toole perroleum products, toole justified and herbicides; colatile solvents, materials commining states or formalizelyte, and radioactive materials by "Environmental Law and the following substances gosoline, kertisene, other Hamanable or toole perroleum products, toole justified and herbicides; colatile solvents, materials commining states or formalizelyte, and radioactive materials by "Environmental Law and the following substances gosoline in the relate to health, safety or giving mental protection, (c) "Environmental Ceanup" Includes any response action, remedial action, or removal action, as defined in Environmental Law, and the property in the property of the property. The proving state is involved substances any response action, remedial action, or removal action, as defined in Enviro

incon-uniform covenants. Borrower and Lender further covenant and agree as follows:

12. Acceleration Remedies: Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (last not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The motice shall specify (a) the default (b) its viction required to early the default, (c) a date, not less than 30 days from the date the motice is given to Borrower, by which the default must be quest; and (d) that inhure to care the default of or before the date specified in the notice play result in acceleration of the same secured by this Security Instrument and sale of the Property. The notice shall further informs secured by this Security Instrument and sale of the Property. The notice shall further informs secured by this Security Instrument and sale of the Property. The notice shall further informs the remember of the right to refust a other after acceleration and sale; if the default is not cared on or helican life acceleration and the right to bring a court action to assert the inor-existence of individual for any other defaults of florrower in acceleration and sale; if the default is not cared on or helican the date specified in the notice, Lender at its option may require humediate payment in full of all sums secured by this Security Instrument without facilies; departed and case invoke the power of sale and summer departed in porticity in the remedies provided in this Section 22 including, but not limited to, reasonable shorters; less and costs of title addence.

If Lender invokes the power of sole, Trustee shall give notice of sale by public advertisement in the county in which the Property is located for the time and in the manner provided by Applicable Law, and Lender or the lang and under the terms designated in the motice of sale by Property at any sale.

Tenders shall deliver to the purchaser Tensee's deed counting the Property without any covered t

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23. Release. Upon payment of all sums secured by this Security Instrument, Leader shall release this Security Instrument, Leader may tharge Bornover a fee for releasing this Security Instrument, but only if the fee is paid to a third party for survices rendered and the charging of the fee is permitted. ilider Applicable Law.

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the country in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Waivers. Borrower valves all right of homestead, equity of reacomption, statutory right of tedemption and relinquishes all other rights and exemptions of every kind, including, but not limited

to, a statutory right to an elective share in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the ferms did covereints contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has executed this Scounty infilment.

BRETT M PORTER -Bonogor

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ma(Scall)

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EXHIPIT 20

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___ (Specia Below This Link For Action (estimonal)

Sale of TERMISSEE California Comby of Lat. Any eles

On this Z7 day of TWY 2005, before the personalty appeared LOUNA M PORTER AND BRETT M PORTER, 17,400 0040 ... WILL to me known to be the person described by and who executed the foregoing instrument, and who acknowledged the execution of the spine to be thee act and deed. Witness my liend and official real.

(Seal)

THE PARTY OF THE P

Notary Public

ANDAE Bake Uhunion (Pcinted Name)

My commission expires: Tuly 28-2006

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D. BORBOWER'S RIGHT TO REINSTATE DELETED. Section 19 is deleted.

E. BORROWER'S OCCUPANCY. Unless Lander and Borrower otherwise agree in willing. Section 6 concerning Borrower's occupancy of the Property is deleted,

P. ASSIGNMENT OF LEASES. Upon Lander's request after default, Borrower shall assign to Lender all: leases of the Property and all security deposits made to connection with Jesses of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's role discretion. As used in this paragraph G, the word lease's shall mean 'sublesse' if the Security Instrument is on a leasehold.

G. ASSIGNMENT OF RESTING APPOINTMENT OF RECEIVER: LINDER IN POSSESSION. Borrower absolutely and onconditionally assigns and transfers to Lender all the rema and revenues (Rems') of the Property regardless of to whom the Rems of the Property are possible. Borrower authorizes Lander of Lender's agents to collect the Rems, and agrees that each tenant of the Property shall pay the Rems to Lender or Lender's agents. However, Borrower shall receive the Rems until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rems are to be paid to Lender or Lender's agent. This assignment of Rems constitutes an absolute assignment and not an assignment for additional constitutionals.

This assignment of Rems constitutes an absolute assignment and not an assignment for additional security only.

If Lepton gives notice of default to Borrover (f) all Rems resolved by Borrover shall be held by Borrover as trusted for the benefit of Lender only, to be applied to the sums secured by the Scoulity Instrument; (ff) Londer shall be entitled to collect and receive all of the Renks of the Property; (fill) Borrover agrees that each tenant of the Property shall pay all Reits due and unpaid to Lander or Lender's agents upon Lenders written demand to the tenant; (v) unless applicable law provides often all Renks collected by Lender's agents agents shall be applied first to the crass of taking control of additionalizing the Property and collecting the Renks, including, but not limited to, attorney's less, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance promitions, takes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender's agents or any judicially appointed receiver shall be liable to account; for only those Renks actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Renks and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Renks of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Renks, any lands expended by Lender for such purposes shall become indebtedness of Borrower in Lender secured by the Security Instrument pursuant to Security 2.

Section 9.

Burrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not reformed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender to Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of detault to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not give or valve any default or invalidate any other right or remely of Lender. This assignment of Roms of the Property shall terminate when all the some secured by the Security Instrument are paid in full.

H. CROSS-DEFAULT PROVISION. Bornower's default or breach under any note or agreement in which Leader has an interest shall be a breach under the Security Instrument and Leader may invoke any of the remedies permitted by the Security Instrument.

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Form 3170 4(0) (Paga 2 of 3 Pagas)



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EXHIBIT 20

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BY SIGNING BELOW, Borrower accepts and agrees to the results and coverante contained in

HOLON A HOTO CONTRACTOR (SEE)

ONA M PORTER - Economic

MULTISTATE 1-A PARILY EXCER- Faring Machinesis Mag UNISCOM DISTRIBUTENT

Form \$170 1.01 (Poge 2 of 2 Poges)

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EXHIBIT 27)

Loun No: Bonower LOLINA M FORTER Data ID: 301

ADJUSTABLE RATE RIDER

THIS ADVISTABLE RATE RIVER is made this 17th day of July, 2005, and is incorporated but and shall be deemed to smend and supplement the Mortgage. Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Bornower") to secure Bornower's Adjustable Rate Note (the "Note") to HOMECOMINGS FINANCIAL NETWORK, INC. ("Lender") of the same date and covering the property described in the Security Instrument and located at:

6131 WOODSTOCK VIEW DRIVE MILLINGTON, TENNESSEE 38053 [Property Address]

THE NOTE CONTAINS PROVISIONS THAT WILL, CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE. THE PRINCIPAL AMOUNT TO BEPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED; BUT NOT MORE THAN THE LIMET STATED IN THE NOTE.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Tastrument, Horrower and Lender further covenant and agree as follows:

a interest rate and monthly payment changes:

The Note provides for changes in the interest rate and the monthly payments, as follows:

INTEREST

(A) Interest Rate Interest will be charged on unustid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 2375 %. The interest rate I will pay may change.

The interest-rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(8) of this Note.

usuances in Section 7(8) of this Note.

(B) Interest Rate Change Dates
The Interest rate I will pay may change on the first day of September, 2005, and on that day every month the rates. Each date on which my interest rate could change is called an Interest Rate Change Date.

(C) Interest Rate I will never will become effective on each Interest Rate Change Date.

(C) Interest Rate I limit interest rate will never be greater than 9.9301 %.

(D) Index.

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The 'Index' is the Twelve-Month Average of monthly yields on actively traded United States Tressory Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitles "Selected Interest Rates (h.15)" (the "Monthly Yields). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

MULTISTATE ABJUSTABLE RATE FIDER - 12-Month Average of Monthly Average Treasury Tields Index Modified by Middleberg, Riddle & Blands



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Tom Leatherwood, Shelby County Register of Deeds: Instr. # 05126412

EXHIBIT 27)

Losia No.

Data ID: 301

(E) Calculation of Interest Rafe Changes.

Edoré éach Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding THREE and ONE FOLK THE percentage points (3.250 %) to the Current Index. The Mote Holder will then round the result of the addition to the nearest one cights of the percentage point (0.125%). Subject to the limit stated in 2(O) above this rounded amount will be my new interest rate until the next Interest Rate Change Date.

3. PAYMENTS

3. PAYMENTS

(A) Time and Place of Payments

I will pay trinchol and interest by making a payment every month.

I will pay trinchol and interest by making a payment every month.

I will make my monthly payments on the first day of each month heginning on September 1, 2005. I will make these payments every month until I have paid all the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If on August 1, 2005, I still owe amonths under this Note, I will pay those amonths in full on that date, which is called the Mannity

Date:
Lively make my monthly payments at 2101 Rections; Suite 169W, CHARLOTTE; NC 28211, or at a different place it required by the Note Holder.

(B) Amount of My Initial Monthly Payments
Each month of my initial monthly payments will be in the amount of U.S. \$ 475.71. This amount may

change.

(C) Proyment Change Dates

My monthly payment may change as required by Section I(D) below beginning on the first day of Schlemics, 2006, and on that day every 12th month thereaftor. Each of these dates is called a Payment Change Date. My monthly payment also will change at any time Section 3(P) or 3(C) below requires me. to pay a different monthly payment.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 3(P) or 3(C) below.

(D) Calculation of Monthly Payment Change's

Reforce each Payment Change Date. He Note Holder will calculate the smount of the monthly payment that would be sufficient to repay the unpaid principal that I not expected to over at the Payment Change Date in full on the Majurity Date in substantially qual installments at the interest rate effective during the month preceding the Payment Change Date. The result of this Calculation is called the Poil Payment will be in the amount of the Poil Payment, except that my new monthly payment will be in the amount of the Poil Payment, except that my new monthly payment will be finited to an amount that will not be more than 7.30% greater than the amount of my last monthly payment due before the Payment Change Date.

(E) Additions to My Unpaid Principal

My monthly payment could be less than the amount of my monthly payment that would be sufficient to repay the unpaid principal I owe at the monthly payment due in the manual payments. If 36, each month that monthly payment the interest portion, the Note Holder will subtract the amount of my monthly payment the amount of the amount of the Adameter portion and will add the difference to my unpaid principal. The flote Holder also will add interest coded to Principal will be the rate required by Section 2 above.

Form 3184.1/01. (Page 2 of 4 Pages)

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Tom Leatherwood, Shelby County Register of Deeds: Instr. # 05126412

EXHIBIT 20)

Loan No:

Data ID: 301

(b) Limit on his Unpaid Principul Increased Monthly Parment

My impaid principal can never exceed a maximum amount equal to 145% of the Principal amount I originally bornowed. Because of my paying only limited monthly payments, the addition of unpaid interest to my unpaid principal under Section A(B) above could cause my unpaid principal to exceed the maximum anicipal when interest rates increase. In that event, on the date that my paying my groupilly payment would cause me to exceed that limit, I will instead pay a new monthly payment. The new monthly payment will be in an amount that would be collicient to repay my then unpaid principal in full on the Maximity Date in substantially equal bestalments in the interest rate effective during the preceding month.

(6) Required Fall Payment

(6) Required Full Payment.
On the fifth Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Pull Payment as my monthly payment until my monthly payment changes again. I also will begin paying the Pull Payment as my monthly payment on the final Payment Change Date.

NOTICE OF CHANGES The Mote Holder will deliver or mail to use a notice of any changes in the amount of my mountly payment before the effective date of any change. The notice will include information required by law to us given to six and also the fille and telephone number of a person who will answer any question I may have regarding the notice.

TRANSPER OF THE PROPERTY OF A BENTFICIAL INTERIST IN BORROWER Uniform Covenant 18 of the Security Instrument is unlended to read as follows:

Transfer of the Property or a Repeticial Interest in Borrower. As used in this Section 18, Toterest in the Property preams any legal or beneficial interest in the Property, including, but not limited to those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escond agreement, the intent of which is this transfer of title by Borrower at a future date to a

purchases.

If all or any part of the Propany or any interest in he is sold or transferred (or if Borrower is not a natural period and a beneatical interest in Gerrower is sold or transferred) without Lender's prior written consent Lender may at its option, require immediate payment in full of all sums secured by this Scourity Instrument. However, this option shall not be exercised by Lender if exercise its prohibited by federal law as of the date of this Scourity Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Applicable Law. Lender also shall not exercise this option if (a) Borrower causes to be submitted by Applicable Law. Lender also shall not exercise the intended transferce as it a new loan were being made to the transferce; and (b) Lender reasonably distributes that Lender's security will not be impalited by the loan assumption and that the risk of a breach of any commant of agreement in this Security Instrument is accomplained to Lender.

To the extent parmitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferce to sign an

to Lender's consent to the lean assumption. Lender may also require the transferes to sign an assumption agreement that is acceptable to Lender may also require the transferes to keep all the promises and agreements made in the Note and in this Security instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in

If Lender exercises the option to require immediate payment in full, Lender shall give Bornower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or maked within which Bornower must pay all soms secured by this Security Instrument. If Bornower fails to pay these same prior to the expiration of this period, Lender may myoke any remedies permitted by this Security instrument: without further notice or demand on Bottower.

Form \$184 1/01 (Page 3 of 4 Pages)



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Tom Leatherwood, Snelby County Register of Deeds: Instr. # 05126412:

GAIBIT 28)

Loan Nov

Data ID: 301

By Signing Below, Borrower accepts and agrees to the terrisonnd coverfunts contained in this Adjustable.

SKETI M FORTER -Bonovor

Form \$183 1701 (Pingo 4 of 4 Pegas)

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Tom Leatherwood, Shelby County Register of Deeds: Instr. # 05126412

EXHIBIT IL

File Number m-05-1470

: \$7 1

FULL LEGAL

Exhibit "A"

Lots 51-B. Woodstock Hills Subdivision, Section A, Re-Subdivision, of Lots 50 and 51, as shown on plat of record in Plat Book 202, page 46, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Property Address: 6131 Woodstock View Drive, Willington, TN 38053

Being the same property conveyed to Tapp Enterprises, Inc., by Quit Claim Deed; from Woodstock Hills Partnership, a Partnership composed of Jack R. Tickle, Charles T. Tickle and Louis M. Tickle, a Tennessee General Partnership, dated 4/25/2001, filed in Book KZ, Page 9730, sald Register's Office.

Being the same property conveyed to Lolina Moran Porter, married from Tapp Enterprises, inc. a TN Corp. by Warranty Dead being recorded alimpitaneously herewith in Instrument No.

Lolina Moran Proter is one and the same person as Lolina M. Porter.

Investment Property

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Indymac Bank FS.B. v. Yand-Horoski (2009 NY Slip Op 52333(U))

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| | Indymac Bank F.S.B. v Yand-Horosti | T. |
|--|---|----|
| ſ | 2009 NY Slip Op 52333(U) | |
| 1 | Decided on November 19, 2009 | ` |
| | Supreme Court, Suffolk County: | - |
| - | Spiriteri I. | 3 |
| The state of the s | Published by <u>New York State Faw Reporting Sureau</u> pursuent to Judiolary Law § 431. | • |
| سيسيسا | This opinion is unconverted and will not be published in the prieted Official Reports. | |

Decided on November 19, 2009

Supreme Court, Suffolk County

Indymac Bank F.S.B., Plaintiff

against

Diana Yano-Horoski, Wells Fargo Bank Minnesota National Association as Trustee for Soundview Home Equity Loan Trust 2001-1 and Kimberly Horoski, Defendants

2005-17926

Steven J. Baum P.C.

Attorney for Plaintiff

11/24/09 5/26 PM

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http://www.nycouris.gov/reporter/3dserias/2009/2009_52333.htm

EXHIBIT 21

P.O. Box 1291

Buffalo, New York 14240.

Diana Yang-Horoski

Defendant Pro Se

8. Oakland Street

East Patchogue, New York 11772-5767

Jeffrey Arlen Spinner, J.

This is an action wherein the Plaintiff claims foreclosure of a mortgage dated August 4. 2004 in the original principal amount of \$ 292,500.00 recorded with the Clerk of Suffolk. County, New York in Liber 20826 of Mortgages at Page 285. The mortgage secures an adjustable rate note of the same amount with an initial inferest rate of 10.375%. The mortgage encumbers real property commonly known as 8 Oakland Street, East Patchague, Town of Brookhaven, New York and described as District 0200 Section 979.50 Block 05.00 Lot 001.000 on the Tax Map of Suffolk County. Plaintiff commenced this action by filling a Summons, Verified Complaint and Notice of Pendency on July 27, 2005. The Notice of Pendency was extended by Order dated April 28, 2008 and a Judgment of Foreclosure & Sale was granted on January 12, 2009.

Thereafter and in accordance with the Laws of 2008, Ch. 472, Sec. 3-a and in view of the fact that the loan at issue was deemed to be "sub-prime" or "high cost" in nature, Defendant seasonably requested that the Court convene a settlement conference. That request was granted and a conference was continued on February 24, 2009 which was continued five times in a series of unsuccessful attempts by the Court to obtain meaningful cooperation from Plaintiff. In view of Plaintiff's intransigence in its continuing failure and refusal to cooperate, both with the Court and with Defendant's multiple and reasonable requests, the Court directed that Plaintiff produce an officer of the bank at the adjourned

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Indymac Bank F.S.B. v Ypno-Hornski (2009 NY Slip Op 52533(U)).

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EXHIBIT 2:/

conference scheduled for September 22, 2009.

At the conference held on September 22, 2009, Karen Dickinson, Regional Manager of [12] Loss Mitigation for IndyMac Mortgage Services, division of OneWest Bank F.S.B. ("IndyMac") appeared on behalf of Plaintiff. IndyMac purports to be the servicer of the loan for the benefit of Deutsche Bank who, it is claimed, is the owner and holder of the note and mortgage (though the record holder is IndyMac Bank F.S.B., an entity which no longer is in existence). At that conference, it was coloritously made clear to the Court that Plaintiff had no good faith intention whatsoever of resolving this matter in any manner other than a complete and forcible devolution of title from Defendant. Although indyMac had prepared a two page document entitled "Mediation Yono-Horoski" which contained what purported to be a financial analysis, Ms. Dickinson's affirmative statements made it abundantly clear that no form of mediation, resolution or settlement would be acceptable to Plaintiff. IndyMac asserts the total amount due it to be in excess of \$ 525,000.00 and freely concedes that the property securing the loan is worth no more than \$ 275,000.00. Although Ms. Dickinson insisted that Ms. Yang-Horoski had been offered a "Forbearance Agreement, in the recent past upon which she quickly defaulted, it was only after substantial prodding by the Court that Ma, Dickinson conceded, with great reluctance, that it had not been sent to Defendant until after its stated first payment due date and hence, Defendant could not have consummated it under any circumstances (Defendant, through Plaintiff's displicity, found herself to be in the unique and uncomfortable position of being placed in default of the "agreement" even before she had received it). Plaintiff flatly rejected an offer by Plaintiff's daughter to purchase the house for its fair market value (a so-called "short sale") with third party financing. Plaintiff refused to consider a loan modification utilizing any more than 25% of the income of Plaintiff's husband and daughter (both of whom reside in the premises with her), the excuse being that "We can't control what non-obligors do with their money" (the togical follow up to this statement is how does the bank control what the obligar does with her money?). The Court found IndyMac's position to be deeply troubling, especially since a plettiora of sub-prime loans in this County's Foreclosure Conference Part have been successfully modified with the lender's reliance upon the income of non-obligors who reside in the premises under forcelosure. The Plaintiff also summarily rejected an offer by both Plaintiff's husband and daughter to voluntarily obligate themselves for payment upon the full indebtedness, thus

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Indones Bank F.S.B. v Yano-Horoski (2009-NY Slip Op 52533(U)):

http://www.nycourts.gov/reporter/disertes/2009/2009_52333.htm

EXHIBIT 21

committing their individual incomes expressly to the purpose of a loan modification. It should be noted here that Defendant did not even request any waiver or "forgiveness" of the indebtedness aside from some tinkering with the interest rate, just a modification of terms so as to enable her to repay the same. It was evident from Ms. Dickinson's opprobrious demeanor and condescending attitude that no proffer by Defendant (short of consent to foreclosure and ejectment of Defendant and her family) would be acceptable to Plaintiff. Even a final and desperate offer of a deed in lieu of foreclosure was met with bland equivocation. In short, each and every proposal by Defendant, no matter how reasonable, was soundly rebuffed by Plaintiff. Viewed objectively, it is apparent that Plaintiff's conduct in this matter falls within the definitions set forth in 22 NYCRR \$ 130-1.1(5)(2), which might well warrant the imposition of monetary sanctions.

On the Courts own motion, a hearing was held on November 18, 2009 in order to explore the issues herein. At the hearing, Ms. Dickinson appeared as well as Mr. Horoski. IndyMac claimed a balance due, as of September 22, 2009 of \$ 527,437.73 which included an escrew overdraft of \$ 46,627.88 for taxes advanced since the date of default but did not include attorney's fees and costs. Plaintiff was unable to tell the Court the amount of the principal [*3]balance owed. Mr. Horoski advised the Court that according to two letters received from Plaintiff, the principal balance was said to be \$ 285,381.70 as of February 9, 2009 and \$ 283,992.48 as of August 10, 2009. Plaintiff stated was that Defendant must have made payments though it was conceded that in fact no payment had been made Plaintiff insisted that it had remained in regular contact with Defendant in an effort to reach an amicable resolution, that it had extended two modification offers to Defendant which she did not accept and further, that due to her financial status she was not qualified for any modification, even under the Federal HAMP guidelines. Plaintiff denied that it had "singled out" Defendants, simply stating that her status was such that she fell outside applicable guidelines. All of these assertions were disputed by Defendant.

That having been said, the Court is greatly disturbed by Plaintiff's assertions of the amount claimed to be due from Defendant. The Referee's Report dated June 30, 2003, which has its genesis in a sworn affidavit by a representative of Plaintiff (presumably one with knowledge of the account), reflects a total amount due and owing of \$ 392,983.42. The principal balance is reported to be \$ 290,687.85 with interest computed at the rates of

Indymic Bunk F.S.B. v Yano-Horoski (2009 NY Silp Op 32337(U))

http://www.nycoints.gov/reporter/3dsartes/2009/2009_52333.html

EXHBIT 21

10.375% from November 1, 2005 through August 31, 2006 (\$ 25,118.62), 12:50% from September 1, 2006 to February 28, 2007 (\$ 18,018.66), 12.375% from March 1, 2007 to March 31, 2008 (\$ 39,126,39) and T1,375% from April 1, 2008 to June 24, 2008 (\$ 7,700.24) totalling \$ 89,963.91. Plaintiff also claims \$ 20.00 in non-sufficient funds ... charges, \$ 295.00 in property inspection fees and \$ 12,016.66 for fax and insurance advances. The Judgment of Foreologue & Sala dated January 12, 2009 was granted in the amount of \$ 392,983.42 with interest at the contract rate from June 24, 2008 through January 12, 2009 and at the statutory rate thereafter plus attorney's fees of \$ 2,300.00 and a bill different in the amount of \$ 1,705.00. Even computing the accrual of pre-judgment interest of \$ 18,299.18 (using Plaintiff's per diem rate in the Referee's Report) together with post-judgment interest at a statutory 9% through November 19, 2009 (an additional \$ 31,740,90), the application of simple addition yields a total amount due of \$ 447,028.50. This figure is \$ 80,409.23 less than the \$ 527,437.73 asserted by Plaintiff to be due and owing from Defendant. The Court is astounded that Plaintiff now claims to be owed an escrow advance amount of \$ 46,627.88 when, under oath, its officer swore that as of June 24, 2008 that amount was actually \$ 34,611.22 less. Moreover, it now appears that the elusive principal balance is either \$ 290,687.85, \$ 285,381.70 or \$ 283,992.48.

If is the province and indeed the obligation of the trial court to assess and to determine issues regarding credibility. Morgan v. McCaffrey 14 AD34 670 (2nd Dept. 2005), In the matter before the Court, the pendulum of credibility swings heavily in favor of Defendant. When the conduct of Plaintiff in this proceeding is viewed in its entirely, it compels the Court to invoke the ancient and venerable principle of "Falsus in uno, falsus in compil" (Latin; "false in one, false in all") upon Defendant which, after review, is wholly appropriate in the context presented, Deering v. Metcalf 74 NY 501 (1878). Regrettably, the Court has been unable to find even so much as a scintilla of good faith on the part of Plaintiff. Plaintiff comes before this Court with unclean hands yet has the insufferable temerity to demand equitable relief against Defendant.

The Court, over the course of some six substantive appearances in seven months, has been afforded more than ample opportunity to assess the demeanor, credibility and general state [*4]of relevant affairs of Defendant and Plaintiff. Although not actually relevant to the disposition of this matter, the Court is constrained to note that Defendant is afflicted

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Indymac Bank F.S.B. v Yano: Horoski (2009 NY Slip: Op 52383(U))

http://www.nycourts.gov/reporter/3dsedes/260012001_32335.htm

with multiple health problems which outwardly manifest in her experiencing great difficulty in ambulation, necessitating the use of mechanical supports. Moreover, Defendant's husband, Mr. Gregory Horoski, suffers from a myriad of serious medical conditions which greatly impede most aspects of his daily existence. Nonetheless, both of these persons, together with their adult daughter who resides with them and who is substantially and gainfully employed, receive income which they are more than willing to commit, in good faith, toward repayment of the debt to Plaintiff and indeed, despite their physical challenges, they have appeared at each and every scheduled conference before this Court. At each appearance, they have assiduously attempted to resolve this conserversy in an amicable fashion, only to be callously and arbitrarily turned away by Plaintiff. This has been so even in spite of the Court's continuing albeit futile endeavors at brokering a settlement.

As a relevant axide, the seenario presented here raises the specter of a much greater social problem, that of housing those persons whose homes are foreclosed and who are thereafter dispossessed. It is certainly no secret that Suffolk County is in the yawning abyss of a deep mortgage and housing crisis with foreclosure filings at a record high rate and a corresponding paneity of emergency housing. While foreclosure and its attendant eviction are clearly the inevitable (and in some pases, proper) result in a number of these situations, the Court is persuaded that this need not be the case here. In this matter, Defendant is plainly willing to make arrangements for repayment and both her husband and daughter are likewise willing to allocate their respective incomes in order to reach the same end. Were Plaintiff amenable, she would presumably continue to maintain the property's physical plant, pay taxes thereon and the property would retain or perhaps increase its market value. Plaintiff would receive a regular income stream, albeit with a reduced rate of interest and without sustaining a loss of several hundred thousand dollars. In addition, no neighborhood blight would occur from the boarding of the property after foreclosure which would, in turn, avert problems of litter, dumping, vagrancy and vandalism as well as a corresponding decline in the property values in the immediate area. hi short, a loon modification would result in a proverbial "win-win" for all parties involved. To do otherwise would result in virtually certain undomicated status for two physically unhealthy persons and their daughter, leading to an additional level of problems, both for them and for society.

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Indymae Bank F.S.B. v Yano-Horoski (2009 NY Stip Op 52333(U))

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EXHBIT 21

Since an action claiming foreclosure of a mortgage is one sounding in equity, Jamaica Savings Bank v. M.S. Investing Co. 274 NY 213 (1937), the very commencement of the action by Plainfiff invokes the Court's equity jurisdiction. While it must be noted that the formal distinctions between an action at law and a suit in equity have long since been abolished in New York (see CPLR 103, Field Code Of 1848 §§ 2, 3, 4, 69), the Supreme Court nevertheless has equity jurisdiction and distinct rules regarding equity are still extant, Carroll v. Bullock 207 NY 567, 101 NE 438 (1913). Speaking generally and broadly, it is settled law that "Stability of contract obligations must not be undermined by judicial sympathy..." Graf v. Hope Building Corporation 254 NY 1 (1930). However, it is true with equal force and effect that equity must not and cannot slavishly and blindly follow the law, Hedges v. Dixon County 150 US 182, 192 (1893). Moreover, as succinctly decreed by our Court of Appeals in the matter of Noyes v. [*5] Anderson 124 NK 175. (1890): "A party having a legal right shall not be permitted to avail himself of it for the purposes of injustice or oppression..." 124 NY at 179.

In the matter of Eastman Kodak Co. v. Schwartz 133 NYS2d 908 (Sup. Ct., New York County, 1954), Special Tetm stated that "The maxim of "elean hands" fundamentally was conceived in equity jurisprudence to refuse to lend its did in any marrier to one seeking its active interposition who has been guilty of unlawful, unconscionable or inequitable conduct in the matter with relation to which he seeks relief." 133 NYS2d at 925, citing First Trust & Sayings Bank v. Iowa-Wisconsin Bridge Co. 98 F 2d 416 (8th Cir. 1938), cert. denied 305 US 650, 59 S. Cr. 243, 83 L. Ed. 240 (1938), reh. denied 305 US 676, 39 S. Ct. 356 83 L. Ed. 437 (1939); General Excavator Co. v. Keystone Driller Co. 65 F 2d 39 (6th Cir. 1933), cert. granted 289 US 721, 53 S. Ct. 791, 77 L. Ed. 1472 (1933), affic 290 US 240, 54 S. Ct. 146, 78 L. Ed. 793 (1934).

In attempting to arrive at a determination as to whether or not equity should properly intervene in this matter so as to permit foreclosure of the mortgage, the Court is required to look at the situation in total giving due and careful consideration as to whether the remedy sought by Plaintiff would be repugnant to the public interest when seen from the point of view of public morality, see, for example, 55 NY Jun Equity § 113, Moltras v. Podloff 133 NYS2d 743 (Sup. Ct. New York County, 1954). Equitable relief will not lie in favor of one who acts in a mainer which is shocking to the conseience. Duegan v. Plans

Indyhule Bank FS.B. v Yane-Horoski (2009 NY Slip Op 52333(U))

http://www.trycourts.gov/reporter/Adsortes/2009/2009_53553.htm

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238 AD 197, 264 NYS 403 (3rd Dept. 1933), mod. on other grounds 263 NY 505, 189 NE 566 (1934), neither will equity be available to one who acts in a manner that is appressive or unlist or whose conduct is sufficiently egregious so as to prohibit the party from asserting its legal rights against a defaulting adversary, In Re Foreclasure Of Tax Liens 117 NYS24725 (Sup. Ct. Kings County, 1952), aff d on other grounds 286 AD 1027, 145 NYS2d 97 (2nd Dept. 1955), mod on other grounds on reargument I AD2d 95, 148 NYS2d 173 (2nd Dept. 1955), appeal granted 7.4D2d 784, 149 NYS2d 227 (2nd Dept. 1956). The compass by which the questioned conduct must be measured is a moral one and the acts complained of (those that are sufficient so as to prevent equity's intervention) need not be criminal nor actionable at law but most inerely be willful and unconscionable or be of such. a pature that honest and fair minded folk would roundly denounce such actions as being morally and othically wrong, Pecorella v. Greater Buffalo Press Inc. 107 AD2d 1064, 468 NYS2d 362 (4th Dept. 1985). Thus, where a party acts in a manner that is offensive to good conscience and justice, he will be completely without recourse in a court of equity, regardless of what his legal rights may be, Eastman Kodak Co. v. Schwartz 133 NYS2d 908 (Sup. Ct., New York County, 1954), York v. Searles 97 AD 331. 90 NYS 37 (2nd Dept. 1904), affa 189 NY 573, 82 NE 1134 (1907).

An objective and painstaking examination of the totality of the facts and circumstances herein leads this Court to the inescapable conclusion that the affirmative conduct exhibited by Plaintiff at least since since February 24, 2009 (and perhaps carlier) has been and is inequitable, unconscionable, verations and opprobations. The Court is constrained, solely as a result of Plaintiff's affirmative acts, to conclude that Plaintiff's conduct is wholly unsupportable at law or in equity, greatly egregious and so completely devoid of good faith that equity cannot be permitted to intervene on its behalf. Indeed, Plaintiff's actions toward Defendant in this matter have been harsh, repugnant, shocking and repulsive to the extent that it must be appropriately [*6] sanctioned so as to deter it from imposing further mortifying abuse against Defendant. The Court cannot be assured that Plaintiff will not repeat this course of conduct if this action is merely dismissed and hence, dismissal standing alone is not a reasonable option. Likewise, the imposition of monetary sanctions under 22 NYCRR § 130-1.1 et, seq. is not likely to have a salubrious of remedial offect on these proceedings and certainly would not inute to Defendant's benefit. This Court is of the opinion that cancellation of the indebtedness and discharge of

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Budyinsa Buda F.S.B. v Yano-Horoski (2009 NY Stip Op 52333(U))

http://www.nycoluris.gov/reporten3ds=ries/2009/2009_52333.htm

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the mortgage, when taken together, constitute the appropriate equitable disposition under the unique facts and direconstances presented herein.

After careful consideration, it is the determination of this Court that the indebtedness evidenced by the Adjustable Rate Note dated August 4, 2004 in the original principal amount of \$292,500.00 made by Diana I. Yang-Horoski in favor of IndyMac Bank F.S.B. should be cancelled, voided and set aside. In addition, the Mortgage which secures the Adjustable Rate Note, given to Mortgage Electronic Registration Systems Inc. As Nominee For IndyMac Bank F.S.B. dated August 4, 2004 and recorded with the Clerk of Suffolk County on August 16, 2004 in Liber 20826 of Mortgages at Page 285, as assigned by Assignment recorded with the Clerk of Suffolk County in Liber 21273 of Mortgages at Page 808 should be cancelled and discharged of record. Further, Plaintiff, its successors and assigns should be forever barred and prohibited from any action to collect upon the Adjustable Rate Note. In addition, the Judgment of Forcelosure & Sale granted on January 12, 2009 and entered on January 23, 2009 should be varieted and set aside and the Notice of Pendency should be cancelled and discharged of record. For this Court to decree anything less than the foregoing would be for the Court to be wholly decelled in the performance of its obligations.

Upon the Court's own motion, it is

ORDERED that the Adjustable Rate Note in the amount of \$ 292,500.00 dated August 4, 2004 made by Diana T. Yang-Horoski in favor of IndyMac Bank F.S.B. shall be and the same is hereby cardelled, voided, avoided, nullified, set aside and is of no further force and effect; and it is further

ORDERED that the Mortgage in the amount of \$ 292,500:00 which secures said
Adjustable Rate Note given by Diana J. Yano-Horoski to Mortgage Electronic Registration
Systems Inc. As Nominee For IndyMac Bank F.S.B. dated August 4, 2004 and recorded
with the Clerk of Suffolk County on August 16, 2004 in Liber 20826 of Mortgages as
Page 285, as assigned to IndyMac Bank F.S.B. by Assignment recorded with the Clerk of
Suffolk County in Liber 21273 of Mortgages at Page 808 shall be and the same is hereby
vacated, cancelled, released and discharged of record; and it is further

Hidymac Bank FS:B. v Your-Horoski (2009 NY Slip Op 52333](U))

http://www.nycolurts.gov/reporturi34serics/2009/2009_52333.htm

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ORDERED that the Plaintiff, its successors and assigns are hereby barred, prohibited and foreclosed from attempting, in any manner, directly or indirectly, to enforce any provision of the [*7] aforesaid Adjustable Rate Note and Mortgage or any portion thereof as against Defendant; her heirs or successors; and it is further

ORDERED that the Judgment of Forcelosure & Sale granted under this index number on January 12, 2009 and entered in the Office of the Clerk of Suffolk County on January 23, 2009 shall be and the same is hereby vacated and set aside; and it is further

ORDERED that the Notice of Pendency filed with the Clerk of Suffulk County on July 27, 2005 under sequence no. 172456, which was extended by Order dated September 2, 2008 shall be and the same is hereby cancelled, vacated and set aside; and it is further.

ORDERED that the Notice of Pendency filed with the Clerk of Suffolk County on August 29, 2008 under sequence no. 199616, shall be and the same is hereby cancelled, vacated and set aside; and it is further

ORDERED that the Clerk of Suffolk County shall cause a copy of this Order & Judgment to be filed in the Land Records so as to effectuals of record each and every one of the provisions hereinabove set forth with respect to cancellation of the instruments and items of record; and it is further

ORDERED that Plaintiff shall pay to the Clerk of Suffolk County, within fen (10) days from the date of entry hereof, any and all fees and costs required to effect cancellation of record of the Mortgage, Notices of Pendency and any other fees so levied; and it is further

ORDERED that within ten (10) days of the date of entry hereof, Plaintiff's counsel shall serve a copy of this Order upon the Clerk of Suffolk County and the Defendant.

This shall constitute the Decision, Judgment and Order of this Court.

Dated: November 19, 2009

Riverhead, New York

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Indivines Bank F.S.B., v. Yano-Horoski (2009:NY Stip Op 52353(U)).

http://www.acycourts.gov/reporter/3dseries/2009/2009_52333.htm.

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ENTER:

JEFFREY ARLEN SPINNER, LS.C.

Return to Decision List

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IN THE CHANCERY COURT OF SHELBY COUNTY, TENNESSEE FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

| LOLINA PORTER, | SHELBY COUNTY CHANCERY COURT |
|---|------------------------------|
| Plaintiff, | DEWUN H. SETTLE, S.S.M |
| Ψ. : | TIME: 1553 SY: KOW |
| GMAC HOMECOMINGS FINANCIALS NETWORK, AURORA LOAN SERIVCES, LLC, GENWORTH FINANCIAL INC., AND JOHN DOES, | No. CH-10-1929-3 |
| Defendants. | |

DEFENDANT GENWORTH FINANCIAL INC.'S MOTION FOR EXTENSION OF TIME TO RESPOND TO PLAINTIFF'S COMPLAINT

TO THE HONORABLE CHANCELLORS OF THE CHANCERY COURT FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS:

Defendant, Genworth Financial Inc. ("Genworth"), respectfully moves this Court under Tennessee Rule of Civil Procedure 6.02 for an extension of time in which Genworth may respond to the Plaintiff's Complaint and Emergency Motion to Set Aside Foreclosure Judgment and Sale of Real Property and Motion for Permanent Injunctive Relief Barring Future Sale of Real Property by Defendants; (Enjoin Defendants from Real Property) and Motion for Plaintiffs'[sie] Award for Punitive Damages Including Legal and Equitable Relief (the "Complaint"), up to and including January 15, 2011. In support of the motion, Genworth states as follows:

Plaintiff commenced this action by filing the Complaint on or about
 October 22, 2010.

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- This Court granted Plaintiff's Temporary Restraining Order on or about
 October 25, 2010, enjoing the sale of certain real property as identified in the Complaint.
- This Court subsequently granted Plaintiff's Temporary Injunction on or about November 18, 2010.
- 4. Genworth was served with the Summons and Complaint on or about November 2, 2010.
- Plaintiff's allegations against Genworth and the other defendants as set
 forth in the Complaint are extensive and lengthy, consisting of 36 pages and 21 exhibits.
- 6. In order to fully and properly respond to the Complaint, and because the undersigned counsel has only recently been retained by Genworth in this matter,

 Genworth respectfully requests additional time in which to investigate the allegations and up to and including January 15, 2011, to file a responsive pleading.
- 7. Undersigned counsel had consulted with Plaintiff, who is proceeding pro se, regarding the extension requested herein. Plaintiff advised that she would not file an opposition to the instant motion or appear to contest the extension sought.

Wherefore, premises considered, Defendant Genworth respectfully requests an extension of time through and including January 15, 2011, in which to file a responsive pleading to the Complaint.

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Respectfully Submitted,

Kristen C. Wright (021771)
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Telephone – (901) 543-5900
Facsimile – (901) 543-5999

Attorneys for Genworth Financial Inc.

CERTIFICATE OF SERVICE

I hereby certify that on November 23, 2010, a true and correct copy of the foregoing was served by regular U.S. Mail with sufficient postage affixed, upon the following:

Lolina Porter. 832 Monterey Road Glendale, California 91206

GMAC Homecomings Financials Network 1100 Virginia Drive Fort Washington, Pennsylvania 19034

Aurora Loan Services, LLC c/o Corporation Services Company 2908 Poston Avenue Nashville, Tennessee 37203

Gabrielle A. Lewis